

## **BOARD OF SUPERVISORS**

Terrell Swofford, 1<sup>st</sup> District  
Kevin Goss, 2<sup>nd</sup> District  
Sharon Thrall, Chair 3<sup>rd</sup> District  
Lori Simpson, Vice Chair 4<sup>th</sup> District  
Jeff Engel, 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF APRIL 05, 2016 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

**9:00 – 10:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION**

**[www.countyofplumas.com](http://www.countyofplumas.com)**

### **AGENDA**

The Board of Supervisors welcomes you to its meetings which are regularly held on the first three Tuesdays of each month, and your interest is encouraged and appreciated.

Any item without a specified time on the agenda may be taken up at any time and in any order. Any member of the public may contact the Clerk of the Board before the meeting to request that any item be addressed as early in the day as possible, and the Board will attempt to accommodate such requests.

Any person desiring to address the Board shall first secure permission of the presiding officer. For noticed public hearings, speaker cards are provided so that individuals can bring to the attention of the presiding officer their desire to speak on a particular agenda item.

Any public comments made during a regular Board meeting will be recorded. The Clerk will not interpret any public comments for inclusion in the written public record. Members of the public may submit their comments in writing to be included in the public record.

**CONSENT AGENDA:** These matters include routine financial and administrative actions. All items on the consent calendar will be voted on at some time during the meeting under "Consent Agenda." If you wish to have an item removed from the Consent Agenda, you may do so by addressing the Chairperson.



**REASONABLE ACCOMMODATIONS:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (530) 283-6170. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility. Auxiliary aids and services are available for people with disabilities.

## **STANDING ORDERS**

10:00 A.M. **CALL TO ORDER/ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

### **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

### **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

Brief announcements by, or brief reports on their activities by County Department Heads

## **ACTION AGENDA**

### **1. CONSENT AGENDA**

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

#### **A) SHERIFF**

Approve and authorize the Sheriff to sign Agreement between County of Plumas and U.S. Department of Justice, Drug Enforcement Agency of \$50,000 for Domestic Cannabis Eradication & Suppression Program; approved as to form by County Counsel

#### **B) CLERK OF THE BOARD**

Approve Board minutes for March 2016

#### **C) BOARD OF SUPERVISORS**

- 1) Authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Quincy Senior Prom: April 30, 2016, Courthouse, Quincy, 5:45-7:30 p.m.)
- 2) Authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Annual events in and around Indian Valley, Greenville, Crescent Mills, Taylorsville and Genesee June through November 2016)

#### **D) ASSESSOR**

Approve and authorize the Assessor to sign Lease Agreement between County of Plumas and Wells Fargo Bank for lease of copy machine; and associated Maintenance/Service Agreement with Scott Tanner Business Equipment; approved as to form by County Counsel

#### **E) SOCIAL SERVICES**

- 1) Approve and authorize the Director of Social Services to sign lease agreement between the County of Plumas and Ray Morgan Company for photocopier; approved as to form by County Counsel
- 2) Approve and authorize the Director of Social Services to sign revised and restated Interagency Memorandum of Understanding between the Office of Public Guardian and the Behavioral Health Department governing the administration and payment for conservatorship services provided on behalf of Lanterman-Petris-Short conservatees; approved as to form by County Counsel

**F) PUBLIC WORKS**

- 1) Solid Waste Division: Approve and authorize the Chair to sign Professional Services Contract between County of Plumas and R3 Consulting Group of \$25,000 to provide professional solid waste consulting services; approved as to form by County Counsel
- 2) Approve and authorize the Chair and the Director of Public Works to sign Amendment No. 6 to existing On-Call Environmental/CEQA & NEPA Services Contract with North State Resources, Inc. to perform biological evaluations and associated permitting assistance for two projects (Quincy Drainage Channel Maintenance Project; and Jack's Ditch Culvert Extension Project, Meadow Valley); approved as to form by County Counsel

**G) ALCOHOL & OTHER DRUGS**

Adopt **RESOLUTION** to Accept Contract Agreement Number 14-90084 Amendment Number A02 from the State of California Department of Health Care Services for Substance Use Disorder Services

**H) BUILDING**

Approve and authorize the Chair to sign Agreement between County of Plumas and West Coast Code Consultants, Inc. for plan review services on an as-needed-basis; approved as to form by County Counsel

**2. DEPARTMENTAL MATTERS**

**A) MUSEUM – Scott Lawson**

Approve budget transfer of \$3,000 from 20780/521832-Pamphlets to 20780/521903-Security System SVC for installation of a camera security system at the Museum; discussion and possible action

**B) SOCIAL SERVICES – Elliott Smart**

- 1) Authorize the Department of Social Services to execute the First Amendment to an existing contract with Richard England, Sr. specifying that the maximum compensation available during the term of the agreement is \$10,000; approved as to form by County Counsel; discussion and possible action
- 2) Authorize the Department of Social Services to recruit and fill vacant 1.0 FTE Social Worker I/II/III position; discussion and possible action

**C) INFORMATION TECHNOLOGY – Dave Preston**

Authorize the Information Technology Manager to recruit and refill upcoming vacancy of 1.0 FTE Systems Analyst II effective August 2016; and authorize a three month overlap effective May 01, 2016 to allow for training with the outgoing employee; discussion and possible action

**D) PROBATION – Clint Armitage**

Authorize the Probation Department to recruit and fill vacant 1.0 FTE Administrative Assistant I/II position; discussion and possible action

**E) HUMAN RESOURCES – Nancy Selvage**

- 1) Adopt **RESOLUTION** to Amend the Job Description of Assistant Director of Public Works, Salary Range 2925. **Roll call vote**
- 2) Adopt **RESOLUTION** Ratifying the Memorandum of Understanding between the County of Plumas and the Bargaining Unit of Crafts & Trades represented by Operating Engineers Local #3. **Roll call vote**
- 3) Adopt **RESOLUTION** for Employer Paid Members Contributions (EPMC) for the Crafts & Trades Unit. **Roll call vote**
- 4) Adopt **RESOLUTION** for Employees Under OE3 Crafts & Trades to make required Contributions to CalPERS on a Pre-Tax Basis. **Roll call vote**

F) **PUBLIC WORKS** – Robert Perreault

- 1) Approve the "Covenant to Restrict Use of Property", an Environmental Restriction for 555 Main Street, Quincy (APN 115-011-057) and the Regulatory Easement Area within adjoining West Main Street (County Road 411), and authorize the Director of Public Works/Road Commissioner to execute and record the Covenant; discussion and possible action
- 2) Authorize the Department of Public Works to recruit and fill vacant 1.0 FTE Public Works Maintenance Worker I/II Position, LaPorte District; discussion and possible action.

3. **BOARD OF SUPERVISORS**

- A. Adopt **RESOLUTION** of Agreement Adopting a Property Tax Transfer Agreement for Plumas County LAFCo File No. 2015-ANNX-003 to Quincy Fire Protection District. **Roll call vote**
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

1:00 P.M. **AFTERNOON SESSION**

4. **CLOSED SESSION**

**ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- A. Personnel: Public employee appointment or employment – Building Official
- B. Personnel: Public employee appointment or employment – Chief Probation Officer
- C. Personnel: Public employee appointment or employment – Human Resources Director
- D. Personnel: Public employee discipline/dismissal/separation
- E. Conference with Legal Counsel: Claim Against the County filed by Joshua Voboril on February 29, 2016
- F. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – County of Plumas v. BCM Construction, et al., Plumas Superior Court Case No. CV14-00168
- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

**REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

**ADJOURNMENT**

Adjourn meeting to Tuesday, April 12, 2016, Board of Supervisors Room 308, Courthouse, Quincy, California.






GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

1A

## Memorandum

**DATE:** March 9, 2016  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Item for the meeting of April 5, 2016

### Recommended Action:

Approve and authorize Sheriff to sign Agreement Number 2016-38 with the U.S. Department of Justice, Drug Enforcement Agency in the amount of \$50,000.00.

### Background and Discussion:

The Sheriff's Office received a grant award from the U.S. Department of Justice (USDOJ), Drug Enforcement Administration (DEA) for the Domestic Cannabis Eradication & Suppression Program (DCESP) for 2016 in the amount of \$50,000.

This funding is used specifically for payment of overtime costs and expenses associated with cannabis eradication.

County Counsel has reviewed and approved this agreement.

# BOARD OF SUPERVISORS

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TERRY SWOFFORD, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHERRIE THRALL, DISTRICT 3  
LORI SIMPSON, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



April 05, 2016

Department of Transportation (Caltrans)  
Attn: Permits Engineer  
1000 Center Street  
Redding, CA 96001

Attention: Permits Engineer

**Subject: Encroachment Permit Request**  
**QUINCY JUNIOR/SENIOR HIGH SCHOOL**  
Senior Prom to be held April 30, 2016  
Courthouse, Main Street, Quincy 5:45-7:30 p.m.

This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Sharon Thrall, Chair

Cc: Plumas County Director of Public Works

# Quincy Junior/Senior High School

6 Quincy Junction Road, Quincy, CA 95971  
Telephone (530) 283-6510 Fax (530) 283-6519

Dr. Sue Segura, Principal

Randy Kelsh  
Interim Athletic Director

March 4, 2016

Lori Simpson  
District 4 County Supervisor  
Board of Supervisors  
520 Main Street Rm. 309  
Quincy CA 95971

RE: Encroachment Permit April 30, Prom

Dear Mrs. Simpson,

As the Senior Class Vice President, I am in charge of traffic control and "no parking" signs for our Senior Prom. I am communicating with Cal-Trans to receive an Encroachment Permit to close one lane and receive "no parking" signs to accommodate our promenade. Part of receiving a Cal-Trans Encroachment Permit is to have a letter acknowledging your awareness and support of this event taking place.

We will be having classic cars escorting each couple from the back of the courthouse, turning right onto Court Street, turning right and stopping in front of the Courthouse on Main Street, and then turning right onto Bradley Street. I am requesting your approval to close the lane closest to the Courthouse on Main Street beginning at Court Street and ending at Bradley Street. This lane being closed will ensure the safety of the grand march viewers, couples, and drivers of the vehicles from oncoming traffic. The Grand March will be on April 30, and we would like to have the lane closed from 5:45-7:30pm. I would also like to request designated no parking areas in front of the courthouse on Main Street beginning at 5:00 pm and ending at 8:00 pm. The reason for this length of time for no parking is to ensure that there will be no vehicles parked at the time of the Grand March.

Please write a letter acknowledging and supporting the above request. The letter may be written to Cal-Trans but sent to me at above high school address. Please have this letter to me by March 30 so I can continue with the permit process. Please feel free to contact me either on my cell phone at 1-(530) 616-5238, or on my email at ehicks51399@pcoe.k12.ca.us

Sincerely,

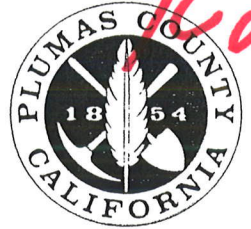


Ethan Hicks  
Senior Class Vice President

# BOARD OF SUPERVISORS

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TERRY SWOFFORD, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHERRIE THRALL, DISTRICT 3  
LORI SIMPSON, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



April 05, 2016

Department of Transportation (Caltrans)  
Attn: Permits Engineer  
1000 Center Street  
Redding, CA 96001

Attention: Permits Engineer

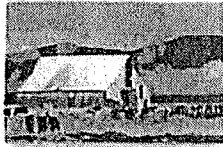
**Subject: Encroachment Permit Request**  
**INDIAN VALLEY CHAMBER OF COMMERCE**  
Annual events in and around Indian Valley, Greenville, Crescent Mills,  
Taylorsville and Genesee June through November 2016

This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Sharon Thrall, Chair

Cc: Plumas County Director of Public Works



# Indian Valley Chamber of Commerce

408 Main Street - PO Box 516 - Greenville, CA 95947 - phone 530-284-6633 - fax 530-284-6907 - indianvalley.net

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## CONTACT

Jeff Luke Titcomb  
Indian Valley  
Chamber of Commerce  
530.284.6633  
530.284.7338  
Indianvalleychamber  
@frontiernet.net  
Indianvalley.net

## Headline

### *Official Request*

To the board of Supervisors of Plumas County, California, USA.

This is an official request for street closures for our annual events and parades in the Beautiful Indian Valley, Greenville, Crescent Mills, Taylorsville, and Genesee.

February 19, 2016

1. Taylorsville Pioneer Days Parade- June 11, 2016, Main Street, Taylorsville, CA.
2. Taylorsville 4th of July Parade- July 4<sup>th</sup>, 2016, Main Street and Cemetery Road, Taylorsville, CA.
3. Gold Digger's Day Parade- July 16, 2016, Main Street and crosses Highway 89, Greenville, CA.
4. Veteran's Day Parade- November 11, 2016, Main Street and crosses Highway 89, Greenville, CA.
5. Taylorsville Light Parade- November 26, 2016, Main Street, Taylorsville, CA.

These are the street closures for the year for the chamber of commerce. If you need times or have other questions please let me know.

Thanks So Much.

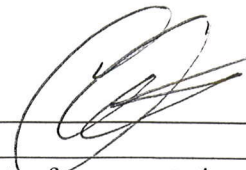

Respectfully,

Jeff Luke Titcomb  
Treasurer/ Secretary IVCC



## BOARD AGENDA REQUEST FORM

Department: Assessor

Authorized Signature:  

Board Meeting Date: \_\_\_\_\_

Consent Agenda: ☒ Yes ☐ No

Request for \_\_\_\_\_ minutes for presentation  
(If a specific time is needed, please contact the Clerk of the Board directly.)

### Description of Item for the Agenda (This is the wording that should appear on the agenda):

A. Approve and execute copier lease with Wells Fargo Bank and associated maintenance service agreement with Scott Tanner Business Equipment

B. \_\_\_\_\_

C. \_\_\_\_\_

### Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

County Counsel has reviewed the contracts and approved them as to form.

If another department or the CAO is opposed to an agenda item, please indicate the objection:

### Attached Documents:

Contracts/Agreements:

Three copies? (Y ☒ /N ☐)

Signed? (Y ☐ /N ☒)

Budget Transfers Sheets:

Signed? (Y ☐ N ☐)

Other: \_\_\_\_\_

### Publication:

☐ Clerk to publish on \_\_\_\_\_.

☐ Notice attached and e-mailed to Clerk.

☐ Notice to be published \_\_\_\_\_ days prior to the hearing.

(if a specific newspaper is required, enter name here.)

☐ Dept. published on \_\_\_\_\_ (Per Code § \_\_\_\_\_). ☐ Copy of Affidavit Attached.

### County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

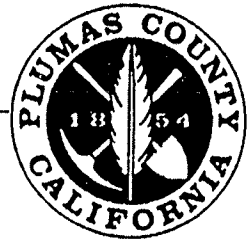
Yes: ☐ No: ☐ Not Applicable: ☐

If Not Applicable, please state reason why:

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.

# **PLUMAS COUNTY ASSESSOR**

1 Crescent Street, • Quincy, CA 95971 • (530) 283-6380 • Fax (530) 283-6195



CHARLES W. LEONHARDT  
ASSESSOR

Date: March 9, 2016

To: The Honorable Board of Supervisors

From: Charles W. Leonhardt, Assessor

Subject: Copier Lease and Maintenance Agreement

**It is Recommended that the Board:**

Approve and execute the attached copier lease with Wells Fargo Bank and the associated Maintenance/Services Agreement with Scott Tanner Business Equipment.

**Background and Discussion**

On March 1, 2011, Plumas County on behalf of the Assessor's Office entered into a contract for leased copier services. The contract contained a 5 year term and expired in early March of 2016. In February of 2016, the Assessor's Office obtained proposals from two local copier vendors to replace the expiring copier lease.

After considering the copy volume and needed array of features, the Assessor's Office determined that the proposal submitted by Scott Tanner Business Equipment better met office needs. The office also considered product reviews available on the internet, which ranked the Sharp product somewhat higher than the competitor. The Assessor's Office has utilized a Scott Tanner Business Equipment service contract over the past 5 years. The service team has been very responsive to our needs.

On March 3, 2016 a proposed copier lease with Wells Fargo Bank and maintenance agreement with Scott Tanner Business Equipment were submitted to County Counsel for review and approval as to form. On March 9, 2016 after efforts on the part of all parties, the contracts were approved as to form. They are now being submitted to the Honorable Board of Supervisors for final approval and execution. You will note that the lease contract has not yet been executed by Wells Fargo Bank. I am advised that it is their policy not to sign the document until all other parties have executed it. I do not expect this to be a problem as Scott Tanner and County Counsel have worked on a number of similar leases.




ELLIOTT SMART  
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

(530) 283-6350  
Fax: (530) 283-6368

DATE: MARCH 16, 2016  
TO: HONORABLE BOARD OF SUPERVISORS  
FROM: ELLIOTT SMART, DIRECTOR   
DEPT. OF SOCIAL SERVICES  
SUBJ: BOARD AGENDA ITEM FOR APRIL 5, 2016, CONSENT AGENDA  
RE: APPROVAL OF A PHOTOCOPIER LEASE AGREEMENT WITH RAY  
MORGAN COMPANY

**It is Recommended that the Board of Supervisors**

Approve a photocopier lease agreement with the Ray Morgan Company and authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.

**Background and Discussion**

The Department of Social Services is proposing to renew its lease agreement with the Ray Morgan Company for photocopying services. It is requested that the Board approve this agreement and authorize the Director of the Department of Social Services to sign it as the Board's designee.

**Financial Impact**

The lease schedule calls for payments of \$943 per quarter for a five year period. The Department has sufficient appropriation within account 70590-520250, Copy Machine Lease, to accommodate lease payments for the balance of the current fiscal year.

**Other Agency Involvement**

The Office of County Counsel has reviewed the proposed lease agreement and approved it as to form.

Copies: DSS Management (memo only)

Enclosure



# Equipment Lease Agreement

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

<b>Customer Information:</b> Customer's Full Legal Name ("You" and "Your"): County of Plumas		<b>Supplier Information:</b> Supplier Name ("Supplier"): Ray Morgan Company	
Address: 520 Main Street City/State/Zip Code: Quincy/CA/		Address: 3131 Esplanade City/State/Zip Code: Chico/CA/95973	
Telephone Number: (530) 283-6350	Federal Tax ID#: 94-6000528	County: Plumas	
<b>Equipment Information:</b> <input type="checkbox"/> See Attached Equipment Schedule		Equipment Location (if different than address shown above): 270 County Hospital Rd #207 Quincy, CA 95971 (Social Services Department)	
Quantity	Equipment Make, Model & Serial Number	Quantity	Equipment Make, Model & Serial Number
1	Canon IR Advance 8295/Finisher-N1/Puncher-BF1, PCL Print-AU1		

<b>Term And Payment Information:</b> Initial Term: 60 months	Payment*: \$934.30	(*plus applicable taxes)
Payment Period is "Monthly" unless otherwise noted here: Quarterly	Security Deposit: \$0	Documentation/Processing Fee: \$75.00
Advance Payment: \$	applied to: <input type="checkbox"/> 1st Payment <input type="checkbox"/> Last Payment <input type="checkbox"/> 1st and Last Payments	
Purchase Option (shall be Fair Market Value unless another option is checked): <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other:		

You acknowledge and agree that this agreement (as amended from time to time, the "Lease") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Lease can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of this Lease. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

**1. LEASE OF EQUIPMENT.** You agree to lease from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Lease is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Lease, including Your proper legal name, serial numbers and any other information describing the Equipment, ~~and change the Payment by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.~~

**2. TERM; AUTOMATIC RENEWAL.** The term of this Lease will begin on the date that it is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"). As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). **Unless You have a \$1.00 Purchase Option, You shall notify Us in writing at least 30 days before the end of the Term (the "Notice Period") that You intend to purchase or return the Equipment at the end of such Term or: (a) this Lease will automatically renew for an additional one-month period (a "Renewal Term"), and (b) all terms of this Lease will continue to apply. If You do notify Us in writing within the Notice Period that You intend to purchase or return the Equipment at the end of the Term, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Term, or (ii) return the Equipment pursuant to Section 12. For any "Fair Market Value" Purchase Option, the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. This Lease is non-cancelable for the full Term.**

**3. UNCONDITIONAL OBLIGATION.** You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Lease; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever; (v) If You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us hereunder; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under this Lease.

**4. PAYMENTS.** You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date. The payment for this interim period will be based on the Payment prorated on a 30-day calendar month and will be added to Your first invoice. Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment, and (ii) applicable taxes and other charges provided for herein. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations hereunder. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or the maximum amount permitted by applicable law if less). You shall pay Us a returned check or non-sufficient funds charge of \$20.00 for any returned or dishonored check or draft.

**5. INDEMNIFICATION.** You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

**6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The parties hereto agree that this Lease is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

**7. DELIVERY; LOCATION; OWNERSHIP; USE AND MAINTENANCE.** We are not responsible for delivery or installation of the Equipment. You are responsible for equipment maintenance. You will not remove the Equipment from the Equipment Location unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding

**BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2**

<b>Customer: (identified above)</b>		<b>Wells Fargo Financial Leasing, Inc. ("We," "Us," "Our" and "Lessor")</b>	
By:	Date: ____ / ____ / ____	By:	Date: ____ / ____ / ____
Print name:	Title:	Print name:	Title:
<b>Agreement Number:</b>			

any software) during the Lease. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under this Lease. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You shall use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

**8. LOSS; DAMAGE; INSURANCE.** You shall, at all times during this Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Lessor or an Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

**9. ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Lease, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

**10. TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth on Page 1 (or as otherwise agreed to). You also agree to pay Us a fee for additional services We may provide to You at Your request during this Lease. If You so request, and We permit the early termination of this Lease, You acknowledge that there may be a cost or charge to You for such privilege. In connection with the expiration or earlier termination of this Lease, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Lease may include a profit to Us and/or the Supplier.

**11. DEFAULT; REMEDIES.** You will be in default hereunder if: (1) You fail to pay any amount due hereunder within 15 days of the due date; (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee; (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee; and/or (4) You and/or any guarantors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or ~~(ix) suffer a material adverse change in Your or their financial condition.~~ If You default, We may do any or all of the following: (A) cancel this Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due, (ii) all remaining Payments for the remainder of the Term discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of this Lease (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

**12. RETURN OF EQUIPMENT.** If You are required to return the Equipment under this Lease, You shall, at Your expense, send the Equipment to any location(s) that We may designate and pay Us a handling fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of this Lease, including Your obligation to make Payments and pay all other amounts due hereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Lease. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting an appropriate removal standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

**13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY.** This Lease shall be deemed fully executed and performed in the state of Iowa and shall be governed and construed in accordance with the laws of the state of Iowa. ~~If Lessor or Its Assignee shall bring any judicial proceeding in relation to any matter arising under this Lease, You hereby irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of Iowa or the state of Lessor's or Its Assignee's principal place of business, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Lessor or Its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or Its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceedings. YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.~~ If any amount charged or collected under this Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

**14. DOLLAR PURCHASE.** This Section only applies if You have a \$1.00 Purchase Option. At the end of the Initial Term, You shall purchase the Equipment "AS IS, WHERE IS" for one dollar (\$1.00); provided, however, We shall not be required to transfer Our interest in the Equipment to You until You have paid to Us all amounts then owing hereunder, if any. You agree that prior to entering into this Lease, You could have purchased the Equipment from the Supplier for a specific cash amount, but instead You hereby choose and agree to pay a higher amount (the "Time Price") to Us in installments over the Initial Term. The Time Price equals the Payment amount shown above multiplied by the total number of Payments to be paid over the Initial Term, plus \$1.00. You agree that the Time Price represents only a higher purchase price and does not include an interest component or finance charge. However, if the Time Price should be determined or adjudicated to include an interest component or finance charge, then you agree that (i) each Payment shall be deemed to include an amount of pre-computed interest, (ii) the total pre-computed interest scheduled to be paid over the Initial Term is to be calculated by subtracting the amount We pay the Supplier ("Our Investment") from the Time Price, (iii) the annual interest rate deemed applicable to this transaction is the rate that will amortize Our Investment down to \$1.00 by applying all periodic Payments as payments (and this rate calculation method assumes that each periodic Payment is received by Us on the due date), and (iv) none of the other fees or costs We may charge You pursuant to this Lease (including but not limited to UCC filing fees, late fees, documentation or processing fees) shall be considered interest or a finance charge.

**15. MISCELLANEOUS.** You shall furnish Us or an Assignee with current financial statements upon request by Us or an Assignee. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Lease, and (b) provide Your credit application, information regarding Your Lease account to credit reporting agencies, potential Assignees, Vendors and parties having an economic interest in this Lease and/or the Equipment. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Lease and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Lease. ~~You waive notice of receipt of a copy of this Lease with Our original signature.~~ You hereby represent to Us that this Lease is legally binding and enforceable against You in accordance with its terms.

# Non-Appropriation Addendum

Financial Services | 800 Walnut, 4th floor | Des Moines, Iowa 50309

Title of lease, rental or other agreement: Equipment Lease Agreement (the "Agreement")

Lessee/Renter/Customer: County of Plumas ("Customer")

Lessor/Lender/Owner: Wells Fargo Financial Leasing Inc. ("Company")

This Addendum (this "Addendum") is entered into by and between Customer and Company. This Addendum shall be effective as of the effective date of the Agreement.

**1. INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

**2. GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

**3. INDEMNIFICATION.** To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.

**4. REMEDIES.** To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

**5. GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

**6. MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

Customer (identified above): County of Plumas		Company (identified above): Wells Fargo Financial Leasing Inc.	
By:	Date: ____ / ____ / ____	By:	Date: ____ / ____ / ____
Print name:	Title:	Print name:	Title:
Agreement Number:			
Master Agreement Number (if applicable):			

Approved as to form:

  
COUNTY COUNSEL



ELLIOTT SMART  
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

(530) 283-6350  
Fax: (530) 283-6368

DATE: MARCH 17, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR APRIL 5, 2016, CONSENT AGENDA

RE: APPROVAL AND AUTHORIZATION TO SIGN A REVISED AND  
RESTATED INTER-AGENCY MEMORANDUM OF UNDERSTANDING  
COVERING PUBLIC GUARDIAN SERVICES TO LANTERMAN-PETRIS-  
SHORT (LPS) CONSERVATEES

REF: BOARD AGENDA ITEM OF JUNE 9, 2009, SAME SUBJECT

**It is Recommended that the Board of Supervisors**

1. Approve a revised and restated interagency memorandum of understanding between the Office of the Public Guardian and the Behavioral Health Department governing the administration and payment for conservatorship services provided on behalf of Lanterman-Petris-Short conservatees.
2. Authorize the Director of the Department of Social Services (Public Guardian) and the Interim Behavioral Health Director to sign the agreement.

**Background and Discussion**

The Plumas County Office of the Public Guardian and the County Department of Behavioral Health have maintained a continuing agreement providing for the administration of conservatorship services that are provided to Lanter-Petris-Short (LPS) conservatees. LPS conservatees are persons who have been determined to be gravely disabled due to a mental health condition diagnosed by a licensed mental health professional. A further determination must be made that due to this condition, the individual is not able to make decisions for themselves that operate in their own best interests and that the individual is unlikely to recover from the diagnosed condition.

When there is no one else (a relative or close friend) who is willing or able to function as the substitute decision maker on such an individual's behalf, the County can petition for

and the Superior Court can order that the individual becomes a public conservatee under the Office of the Plumas County Public Guardian.

In 2009, the Department of Social Service/Public Guardian held several meetings with the then, Mental Health Director, targeted to updating a prior agreement regarding LPS conservatees and to clarify the roles of the respective agencies. In June 2009, the Board of Supervisors approved that updated agreement, which called for a fixed annual compensation rate of \$15,000 per year.

In 2012, Public Guardian requested that the newly appointed Mental Health Director consider a different fee structure, one based on time studied hours to individual cases rather than a fixed price agreement. The Mental Health Director left county service before this revision could be concluded. Her successor was also engaged in discussion about a revision but he also left county service before a change could be agreed upon.

During 2015, conversations were again initiated with Behavioral Health leadership regarding a revised and restated MOU. The result is the agreement that is being recommended to your Board today. The agreement is cost based, utilizing time-study hours as the vehicle to charge Behavioral Health an hourly rate for services provided to LPS Conservatees. The agreement also provides a greater level of specifics regarding each agency's role.

### **Financial Impact**

This agreement provides that for each fiscal year that the agreement is in effect, the maximum compensation available to the Office of the Public Guardian shall be \$40,000. These funds are derived from Mental Health funds and are not County General Fund dollars.

Copies: PCDSS Management Staff

Enclosure



**INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT  
AND  
PLUMAS COUNTY OFFICE OF THE PUBLIC GUARDIAN**

This interdepartmental memorandum of understanding (hereinafter MOU) is made by and between the Plumas County Behavioral Health Department (hereinafter referred to as PCBHD) and the Plumas County Office of the Public Guardian (hereinafter referred to as PCOPG).

WHEREAS, PCBHD provides to Plumas County residents specialty mental health services to the serious mentally ill and/or to those qualifying with a diagnosis; and,

WHEREAS, the establishment, investigation and the administration of conservatorships are provided for under the Welfare and Institutions Code, specifically at Division 5 Chapter 3, Conservatorship for Gravely Disabled Persons; and,

WHEREAS, PCBHD desires to assure that LPS Conservatorships are established and administered in accordance with the regulatory requirements that are found at Division 5, Sections 5350-5372 of the California Welfare and Institutions Code; and,

WHEREAS, the PCOPG has the capacity and knowledge to provide such services:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. Responsibilities of the Office of the Public Guardian.

PCOPG will provide conservatorship investigations and administration as prescribed in Division 5, Sections 5350-5372 of the California Welfare and Institutions Code.

1. PCOPG, at least annually, will provide the PCBHD Director and the Continuing Care Coordinator with a list of the expiration dates for individual LPS Conservatees. In addition, PCOPG will provide an e-mail notification 90 days prior to the expiration date for individual LPS conservatorships. Such notification will indicate the need for an evaluation to be completed and submitted to the PCOPG not later than 30 days prior to the expiration date.
2. PCOPG will make any effort needed to assist with the notification of family members or other persons designated by the person for whom the conservatorship is sought of the time and place of the conservatorship hearing. (It is understood by both parties that Notice of Court Hearing is the responsibility of the Office of County Counsel).

3. PCOPG will arrange for the transport of all conserved individuals living outside Plumas County in the event such transport is needed for attendance at a Court hearing or is needed for local health care. In the event of difficulty in obtaining the services of a driver, PCBHD will be notified and may be asked for assistance in obtaining a driver or vehicle.
4. PCOPG will complete or arrange for the completion of all evaluations and updates other than listed in #1 below.
5. PCOPG agrees that all appropriate service and financial records shall be maintained and retained for a period of four (4) years in the Office of the Plumas County Public Guardian.
6. PCOPG shall keep time records that reflect the actual hours incurred providing services to the conservatees who are covered under the terms of this Agreement. Such records shall be utilized to prepare invoices that shall be provided to PCBHD no less often than quarterly for actual hours billed. The hourly rate shall be a single rate that is approved by the Superior Court.
7. PCOPG shall document, in such format as may be specified by PCBHD, any activities related to case management or in conjunction with mental health services including date, duration of service and nature of service provided.

**B. Responsibilities of Mental Health.**

1. Conduct and/or arrange for initial conservatorship evaluations for individuals who are legal residents of Plumas County & will complete updated LPS conservatorship evaluations for individuals that are living in Plumas County. Such evaluations will be completed and submitted to the PCOPG not later than 30 days prior to the expiration date of an individual conservatorship provided the PCOPG has met the notice requirement specified in item 2 above.
2. Provide written recommendations regarding initial LPS conservatorships to the Office of the Public Guardian when evaluations conclude that a client suffers from a mental health diagnosis that a client suffers from a grave disability leading to the conclusion that conservatorship is appropriate.
3. Provide appropriate and necessary continuing mental health case management services to LPS conservatees.
4. Provide the PCOPG with a copy of the individualized treatment plan when the PCOPG is not able to attain such plans by direct requests to treatment facilities.
5. Monitor client care and progress by conducting on site visits to LPS conservatees who are in residential placement on an as needed basis.

6. Participate in joint consultations with the Public Guardian regarding placement needs and appropriateness of current placement on an as needed basis.

C. Mutual Responsibilities.

1. PCOPG and PCBHD agree to comply with Welfare and Institutions Code and requirements regarding confidentiality of patient's information as well as all relevant HIPAA regulations.
2. PCOPG and PCBHD agree that monitoring of care provided is a mutual obligation to be shared by both parties.
3. PCOPG and PCBHD agree to share information to comply with all State, Federal and County audits.
4. The resolution of disputes or conflicts of interest between PCOPG and PCBHD will be attained through mutual consultation with the directors of PCOPG and PCBHD.
5. PCOPG and PCBHD agree that collecting necessary information to enable the completion of conservatorship referral and information packets is a mutual obligation. PCBHD will endeavor to collect as much information as they are reasonably able to obtain. PCOPG will make reasonable and necessary efforts to complete such information to the extent that PCBHD is not able to obtain it. A sample referral packet is attached as Attachment B to this Agreement and is incorporated by this reference.
6. PCOPG and PCBHD agree that some case management matters that arise as a part of pre-conservatorship investigation and case management or that arise as a product of post-conservatorship management may best be addressed from a systems approach. With that in mind, the parties agree to schedule monthly meetings to discuss conservatees and potential conservatees who may benefit from systems-based case management interventions and support.

D. Compensation.

The maximum annual compensation available under this Agreement is limited to \$40,000. The parties agree that if an increase is needed in the total compensation available during a particular contract period, such an increase shall be documented in a written instrument signed by both parties. Any increase executed for a particular contract term shall be effective only for that term unless otherwise specified by the parties.



E. Effective Date.

This Agreement is effective January 1, 2016, and is renewable annually without further action. Prior agreements are null and void effective with the execution of this Agreement as evidenced by the signatures below. Each party may terminate this Agreement by providing a 60 day written notice. The parties agree to periodically review the terms prescribed in this Agreement to assure that it remains consistent with each agency's policies, practices and regulations. Any modification will occur upon mutual review and by mutual consent.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this

\_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
LOUISE STEENKAMP  
INTERIM DIRECTOR, PCDBH

\_\_\_\_\_  
ELLIOTT SMART  
PUBLIC GUARDIAN

Approved as to Form:

Stephen J. Marshall, 3/8/16  
Deputy County Counsel

1F1

**PLUMAS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
SOLID WASTE DIVISION**

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268

*Robert A. Perreault, Jr., P.E.*

*Director of Public Works*

**CONSENT AGENDA REQUEST**

For the April 5, 2016 meeting of the Plumas County Board of Supervisors

March 21, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works



Subject: Approval of a Professional Services Contract with R3 Consulting Group for \$25,000 to provide professional solid waste consulting services and authorize the Director of Public Works and the Chair of the Board of Supervisors to execute the contract.

**Background:**

R3 Consulting Group has been one of two primary solid waste consultants, retained by Plumas County for the past several years. R3 Consulting's main assignment has been to assist staff in their efforts to re-write the solid waste franchise agreements with the County's 2 franchise contractors. R3 Consulting has been instrumental in assisting staff to formulate and organize much of the information that has been incorporated into the 2 draft documents, to date.

The previous contract with R3 Consulting expired at the end of 2014. However the draft, replacement franchise agreements are still in the process of being completed. This contract will allow continuity with R3 Consulting in their assistance to staff to complete this task, and will enable County officials to receive a third party review of franchise contractors' financial statements. The maximum contract amount in the attached contract will be \$25,000, with an expiration date of December 31, 2019, including \$2,120.00 payment for work performed at the request of the Department since 2014. Sufficient funds are available in the existing FY2015-16 approved budget for payments from now until the end of this current, FY2015-16.

**Recommendation:**

The Director of Public Works respectfully requests authorization for the Director of Public Works and Chair of the Board of Supervisors and to execute the attached professional services agreement, which has been approved as to form by County Counsel.

Attachment: Proposed Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
CONTINUING REVIEW OF DRAFT FRANCHISE AGREEMENTS  
AND  
ANNUAL REVIEW OF CONTRACTOR FINANCIAL STATEMENTS  
FOR THE PLUMAS COUNTY SOLID WASTE PROGRAM**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of April, 2016 (“Effective Date”), by and between **County of Plumas**, a political subdivision of the State of California (hereinafter referred to as “**County**”), and **R3 Consulting Group**, a California corporation (hereinafter referred to as “**Consultant**”).

**W I T N E S S E T H:**

A. **WHEREAS**, **County** previously retained **Consultant** in 2009 for the purpose of conducting a “forensic financial analysis” of **County’s** two (2) solid waste franchise contractors for the Plumas County Solid Waste Program, and to issue a report thereon; and

B. **WHEREAS**, **County** also retained **Consultant** on April 2, 2012 (Plumas County Contract Number PWSW12-001) to assist **County** staff with the creation of replacement franchise agreements with its two (2) franchise contractors and create the refuse rate index process that will be used in said replacement agreements; and

C. **WHEREAS**, **County** staff thereafter continued to request and utilize the professional services provided by **Consultant** to analyze contract language and provide other support services to **County** by means of two (2) amendments to **County’s** 2012 contract with **Consultant** and continuing to this date, in **County’s** ongoing efforts to complete said replacement solid waste franchise agreements; and

D. **WHEREAS**, **County** recognizes that the latest contract amendment for said professional services expired on December 31, 2014, notwithstanding that Three Thousand, One Hundred and Sixty Dollars and No Cents (\$3,160.00) remains unexpended from the 2012 (amended) contract; and

E. **WHEREAS**, **County** proposes to have **Consultant** continue to provide such professional support for **County’s** Solid Waste Program as well as to provide annual review of financial statements and other documentation provided to **County** by said franchise contractors; and

F. **WHEREAS**, **Consultant** represents that it has that degree of specialized expertise contemplated within California Government Code, Section 31000, and holds all necessary licenses to practice and perform the services herein contemplated; and

G. **WHEREAS**, **County** and **Consultant** desire to contract for specific services in connection with the professional services described below (the “Services”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

H. **WHEREAS**, no official or employee of **County** has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

## 1.0. **SERVICES PROVIDED BY CONSULTANT**

1.1. **Scope of Services.** Consultant shall provide the professional support services described in the Scope of Work, attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. **Professional Practices.** All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

1.3. **Warranty.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.4. **Non-discrimination.** In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. **Non-Exclusive Agreement.** Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. **Delegation and Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform ancillary services contemplated by this Agreement at Consultant's sole cost and expense.

## 2.0. **COMPENSATION AND BILLING**

2.1. **Compensation.** Consultant shall be paid in accordance with the cost estimate set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Twenty-Five Thousand Dollars and no Cents (\$25,000.00) until the termination date written in Section 4.1 of this Agreement.

2.2 **Contingency of Funding.** Consultant acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds from County's Solid Waste Surcharge Program. If such funding and/or appropriations are not forthcoming or are otherwise limited, County may immediately

terminate or modify this Agreement without penalty. **Consultant** will be compensated for work performed prior to date of termination.

(a) **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, **County** shall have no liability to pay any further funds whatsoever to **Consultant** or furnish any other consideration under this Agreement and **Consultant** shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, **County** shall have the option to either cancel this Agreement with no further liability incurring to **County**, or offer an amendment to **Consultant** to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. **Consultant** acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

2.3. **Additional Services.** **Consultant** shall not receive compensation for any services provided outside the scope of services specified in Exhibit A attached hereto unless **County** or the Solid Waste Administrator (hereinafter "Administrator"), prior to **Consultant** performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. **Method of Billing.** **Consultant** may submit invoices to **County's** Administrator for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all of **Consultant's** services which have been completed to **County's** sole satisfaction. **County** shall pay **Consultant's** invoice within forty-five (45) days from the date that **County** receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. **Records and Audits.** Records of **Consultant's** services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to **County** or its Administrator for inspection and/or audit at mutually convenient times for a period of three (3) from the Effective Date.

### 3.0. ***TIME OF PERFORMANCE***

3.1. **Commencement and Completion of Work.** The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Schedule of Work approved by **County** as set forth in Exhibit "C" attached hereto and incorporated herein by this reference. The Schedule of Work may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. **Excusable Delays.** Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

#### 4.0. **TERM AND TERMINATION**

4.1. **Term.** This Agreement shall commence on April \_\_\_, 2016 and continue for a period of time, ending on December 31, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. In addition, the term of this agreement shall be made retroactive to include the period from the expiration of Amendment 2 of Plumas County Contract Number PWSW12-001 on December 31, 2014 to the Effective Date of this Agreement. The Plumas County Board of Supervisors hereby ratifies and approves payment to **Consultant** for services rendered during the period of January 1, 2015 to the Effective Date of this Agreement in the amount of \$2,120.00 as set forth in the attached Exhibit D

4.2. **Notice of Termination.** Either party has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to the other party. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, **Consultant** shall immediately stop rendering services under this Agreement unless directed otherwise by **County**.

4.3. **Compensation.** In the event of termination, **County** shall pay **Consultant** for reasonable costs incurred and professional services satisfactorily performed up to and including the date of the written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to **County** or in the possession of **Consultant**.

4.4 **Documents.** In the event of termination of this Agreement, all documents prepared by **Consultant** in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to **County** within ten (10) days of delivery of termination notice to **Consultant**, at no cost to **County**. Any use of uncompleted documents without specific written authorization from **Consultant** shall be at **County's** sole risk and without liability or legal expense to **Consultant**.

#### 5.0. **INSURANCE**

5.1. **Minimum Scope and Limits of Insurance.** **Consultant** shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including but not limited to premises-operations, products/completed operations, broad form property damage, blanket

contractual liability, independent contractors, and personal injury with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with minimum policy limits of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. **Consultant** shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. **Additional Requirements.** **Consultant** and **County** agree to the following with respects to insurance provided by **Consultant**:

- (a) Each policy shall be endorsed to name **County**, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 5, the "**County**") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
- (b) All coverage available under such policy to **Consultant**, as the named insured, shall also be available and applicable to **County**, as the additional insured.
- (c) All of **Consultant's** available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of **County**, including defense costs and damages.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.
- (e) **Consultant's** policy shall be primary insurance as respects **County**, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by **County**, its officers, officials, employees, representatives and agents shall be in excess of the **Consultant's** insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13.
- (f) To the extent that **Consultant** carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of **County** before the **County's** own primary insurance policy or self-insurance shall be



called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision..

- (g) **Consultant** agrees to require insurers to provide notice to **County** thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. **Consultant** shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of **Consultant** in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days' notice to **County** of any cancellation of coverage.
- (h) The **Consultant's** insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (i) No liability insurance coverage provided to comply with Agreement shall prohibit **Consultant**, or **Consultant's** employees, or agents, from waiving the right of subrogation prior to loss, **Consultant** waives its right to subrogation against the **County**.
- (j) **Consultant** shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and **Consultant** shall verify subcontractor's compliance.

**5.3. Certificates of Insurance.** **Consultant** shall provide to **County** certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by **County**, prior to performing any services under this Agreement.

**5.4. Non-limiting.** Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which **Consultant** may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

**6.1. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

**6.2. Representatives.** The Plumas County Board of Supervisors or their designee (Administrator) shall be the representative of **County** for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of **County**, called for by this Agreement, except as otherwise expressly provided in this Agreement.

**Consultant** shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of **Consultant**



called for by this Agreement, except as otherwise expressly provided in this Agreement.

**6.3. Administrator.** County's Administrator shall be:

Robert A. Perreault, Jr., P.E., Director  
Plumas County Department of Public Works  
1834 East Main Street  
Quincy, CA 95971  
Tel: (530) 283-6268  
Fax: (530) 283-6323

**Project Manager.** Consultant's Project Manager shall be:

William Schoen, Principal  
R3 Consulting Group  
1512 Eureka Road, Suite 220  
Roseville, CA 95661  
Tel: (916) 782-7821  
Fax: (916) 782-7824

Consultant's Project Manager or their representative shall attend and assist in all coordination meetings that are called by County for tasks cited in this Agreement.

**6.4. Notices.** Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered:

- a) at the time of delivery if such communication is sent by personal delivery, or
- b) at the time of transmission if such communication is sent by facsimile, or
- c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

**IF TO CONSULTANT:**

William Schoen, Principal  
R3 Consulting Group  
1512 Eureka Road, Suite 220  
Roseville, CA 95661  
Tel: (916) 782-7821  
Fax: (916) 782-7824

**IF TO COUNTY:**

Robert A. Perreault, Jr., P.E., Director  
Plumas County Department of Public Works  
1834 East Main Street  
Quincy, CA 95971  
Tel: (530) 283-6268  
Fax: (530) 283-6323

For purposes of convenience and efficiency, any communications not affecting the scope of work or the rights of the parties under this agreement may be transmitted via e-mail.

**6.5. Drug Free Workplace.** Consultant certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Consultant's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. **Attorneys' Fees.** In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. **Assignment.** Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. **Indemnification and Hold Harmless.** To the fullest extent permitted by law, Consultant shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Consultant and County by a court of competent jurisdiction because of concurrent active negligence of Consultant and County Indemnitees, Consultant and County agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Consultant of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. **Independent Contractor.** Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. **PERS Eligibility Indemnification.** Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

**6.11. Ownership of Documents.** All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by **Consultant** or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of **County**. **Consultant** agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of **County**. **Consultant** shall deliver to **County** any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by **County** or its authorized representative, at no additional cost to **County**.

**6.12. Public Records Act Disclosure.** **Consultant** has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by **Consultant**, or any of its subcontractors, and provided to **County** may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which **Consultant** informs **County** of such trade secret. **County** will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. **County** shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

**6.13. Responsibility for Errors.** **Consultant** shall be responsible for its work and results under this Agreement. **Consultant**, when requested, shall furnish clarification and/or explanation as may be required by **County's** representative, regarding any services rendered under this Agreement at no additional cost to **County**. In the event that an error or omission attributable to **Consultant** occurs, then **Consultant** shall, at no cost to **County**, provide all necessary design drawings, estimates and other **Consultant** professional services necessary to rectify and correct the matter to the sole satisfaction of **County** and to participate in any meeting required with regard to the correction.

**6.14. Prohibited Employment.** **Consultant** will not employ any regular employee of **County** while this Agreement is in effect.

**6.15. Order of Precedence.** In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Scope of Work such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

**6.16. Costs.** Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

**6.17. No Third Party Beneficiary Rights.** This Agreement is entered into for the sole benefit of **County** and **Consultant** and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

**6.18. Headings.** Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

**6.19. Interpretation.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

**6.20. Amendments.** Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

**6.21. Waiver.** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

**6.22. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

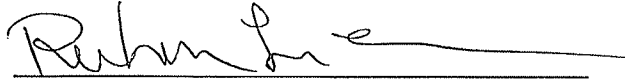
**6.23. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

**6.24. Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

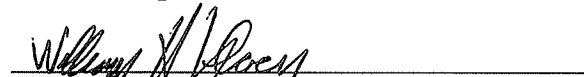
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**FOR R3 CONSULTING GROUP**



Richard Tagore-Erwin - President

Date: 3/15/16

  
William Schoen - Secretary

Date: 3/15/16


**FOR PLUMAS COUNTY**

**APPROVED AS TO SCOPE OF WORK:**

\_\_\_\_\_  
Robert A. Perreault, Jr., P.E.  
Director of Public Works

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

  
R. Craig Settemire  
County Counsel

Date: 3/11/16

**CONCURRENCE:**

\_\_\_\_\_  
Sharon J. Thrall, Chair  
Plumas County Board of Supervisors

Date: \_\_\_\_\_



**CONSULTING GROUP, INC.**

RESOURCES. RESPECT. RESPONSIBILITY.

**Billing Rates and Charges 2015 - 2016**

**R3 CONSULTING GROUP**

Category	Hourly Rate
Principal / Project Director	\$190 per hour
Senior Project Manager	\$185 per hour
Project Manager	\$170 per hour
Senior Project Analyst	\$140 - 160 per hour
Project Analyst	\$125 - 140 per hour
Associate Analyst	\$100 - 125 per hour
Administrative Support	\$75 - 95 per hour
<b>REIMBURSABLE COSTS (Included in hourly rates)</b>	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel — Private or company car	\$0.54 per mile
Travel — Other	Direct cost
Delivery and other expenses	Direct cost

## Payments

Unless otherwise agreed in writing, fees will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the date of the invoice.

## Escalation

Fees will be escalated annually in accordance with the change in the Consumer Price Index.

## EXHIBIT C

### PROJECT SCHEDULE

TASK 1 – from the Effective Date of this Agreement until the completion of the Franchise Agreements between Plumas County and its franchise contractors or December 31, 2019, whichever comes first, unless this Agreement is amended to extend the date of termination.

TASK 2 - from the Effective Date of this Agreement until December 31, 2019, unless this Agreement is amended to extend the date of termination.

TASK 3 - from the Effective Date of this Agreement until December 31, 2019, unless this Agreement is amended to extend the date of termination.

TASK 4 - from the Effective Date of this Agreement until December 31, 2019, unless this Agreement is amended to extend the date of termination.

**EXHIBIT D**

**PAYMENT FOR SERVICES SINCE  
EXPIRATION OF PRIOR CONTRACT**

Invoice No. 7703, dated 12/01/2015.....	\$1,195.00
Invoice No. 7738, dated 02/01/2016.....	\$555.00
Invoice No. 7766, dated 03/01/2016.....	<u>\$370.00</u>
Total invoiced	\$2,120.00



# PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

1834 East Main Street, Quincy CA 95971 – Phone (530) 283-6268 Facsimile (530) 283-6323  
Robert A. Perreault Jr., Director Joe Blackwell, Deputy Director



IF2

## CONSENT AGENDA REQUEST

for the April 5, 2016 meeting of the Plumas County Board of Supervisors

March 21, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works/Road Commissioner

A handwritten signature in black ink, reading "Robert A. Perreault".

Subject: Approve Amendment No. 6 to the existing On-Call Environmental/CEQA & NEPA Services Contract with North State Resources, Inc., to perform biological evaluations and associated permitting assistance for two (2) projects:

1. Quincy Drainage Channel Maintenance Project near North Lindan Avenue, and
2. Jack's Ditch Culvert Extension Project in Meadow Valley

## BACKGROUND:

The Plumas County Department of Public Works (County), under an existing on-call agreement with North State Resources, Inc. (NSR), is requesting biological evaluations and permitting assistance in support of acquisition of regulatory permits for two (2) projects:

1. Quincy Drainage Channel Maintenance Project near North Lindan Avenue, and
2. Jack's Ditch Culvert Extension Project in Meadow Valley

Project 1: The project located near North Lindan Avenue is a routine Drainage Channel Maintenance Project that involves vegetation removal along various drainage channels in the vicinity of North Lindan Avenue and the existing bike path that runs east to west from Quincy Jr./Sr. High School to Crescent Street in Quincy. Due to the previous weather forecasts associated with El Nino weather conditions as well as the State-imposed March 1<sup>st</sup> deadline for performing nesting surveys associated with migratory birds, the term of this contract amendment is proposed retroactively to January 15, 2016.

Project 2: The Jack's Ditch Culvert Extension Project is a safety improvement project involving the widening of the shoulders along Bucks Lake Road in the vicinity of Jack's Ditch in Meadow Valley. This project scope includes the extension of the existing culvert to facilitate the widening of Bucks Lake Road at that location.

Agenda Request

Proposed Amendment No. 6 to the existing On-Call Contract with  
North State Resources, Inc. pertaining to two (2) projects

March 21, 2016

Page 2

**RECOMMENDATION:**

Public Works staff respectfully recommends that the Board of Supervisors approve Amendment No. 6 to the existing On-call Environmental Services Contract with North State Resources, Inc., including ratification and authorize the Director of Public Works and the Chair of the Board of Supervisors to execute the contract amendment.

Attachment: Proposed Amendment No. 6 to the On-Call Environmental/CEQA & NEPA  
Services Contract with North State Resources, Inc.

**AMENDMENT NO. 6**  
**to the**  
**PROFESSIONAL SERVICES AGREEMENT**

**On-Call Environmental/CEQA & NEPA Services**  
**For Miscellaneous Public Works Projects**  
**And**  
**Road Improvement Projects**

The June 25, 2012 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and North State Resource, Inc., a California Corporation ("Consultant"), County Contract No. P.W.R.D. 12-092, is hereby amended as follows:

The "County" has identified the need for professional services on the following project:

**North Lindan Avenue - Quincy Drainage Channel Maintenance Project**  
**& Jacks Ditch Culvert Extension Project**  
**Biological Resource Evaluations and Permitting Assistance**  
**Associated with the Acquisition of Regulatory Permits**  
**(Work Order #602 E/P)**

Project Background

The Plumas County Department of Public Works (County), under an existing on-call agreement with North State Resources, Inc. (NSR), is requesting biological evaluations and permitting assistance in support of acquisition of regulatory permits for two projects: 1) The North Lindan Avenue - Quincy Drainage Channel Maintenance Project and the 2) Jacks Ditch Culvert Extension Project in Meadow Valley.

The North Lindan Avenue - Quincy Drainage Channel Maintenance Project involves vegetation removal along various drainage channels in the vicinity of Lindan Avenue and the bike path that runs east to west from Quincy Jr./Sr. High School to Crescent Street in Quincy.

The Jacks Ditch Culvert Extension Project is a safety improvement project involving the widening of the shoulders of Bucks Lake Road in the vicinity of Jacks Ditch in Meadow Valley. This project entails extending the culvert that conveys water through on both ends to facilitate the widening of Bucks Lake Road.

Due to the anticipated forecasts associated with El Nino forecasts and the March 1<sup>st</sup> deadline for performing nesting surveys associated with migratory birds, the term of this contract Amendment is ratified retroactively to January 15, 2016.

\_\_\_\_\_ Consultants Initials

\_\_\_\_\_ County Initials

Scope of Work

The scope of work shall be as specifically set forth in the Scope of Work, which is attached hereto as Exhibit "A" and incorporated herein by this reference.

Compensation

Consultant shall be paid in accordance with the Cost Proposal, attached hereto as Exhibit "B" and incorporated herein by reference. The cost of the Quincy Drainage Channel Maintenance Project is Two Thousand, Nine Hundred and Ninety Nine Dollars and No Cents (\$2,999.00). The cost of the Jacks Ditch Culvert Extension Project is Forty One Thousand and Forty-Three Dollars and No Cents (\$41,043.00).

The total cost for both projects, as outlined in the Scope of Work - Exhibit A, shall be completed on a time-and-materials basis, and shall in no case exceed Forty Four Thousand and Forty-Two Dollars and No Cents (\$44,042.00).

Consultant shall submit an invoice to County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County's receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

Project Schedule.

The Consultant shall complete the project as specifically set forth in the Project Schedule, which is attached hereto as Exhibit "C" and incorporated herein by this reference.

Other Contract Provisions.

All other contract provisions set forth in the June 25, 2012 Professional Services Agreement first referenced above remain unchanged.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS  
A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

\_\_\_\_\_  
Director of Public Works

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

CONCURRENCE BY:

\_\_\_\_\_  
County Purchasing Officer

Date: \_\_\_\_\_

CONSULTANT  
NORTH STATE REOURCES, INC.

\_\_\_\_\_  
Signature  
Timothy A. Reilly, Principal

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Laura F. Kuh, Chief Financial Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Taxpayer ID Number – 68-0119315

Attachments: Exhibit A - Scope of Work  
Exhibit B - Cost Proposal  
Exhibit C - Project Schedule

## Exhibit A

### Scope of Work

#### I. Quincy Channel Maintenance Project – Biological Resources Characterization Technical Memorandum, and Consultation and Support Services

The Plumas County Department of Public Works (County), under an existing on-call agreement with North State Resources, Inc. (NSR), is requesting preliminary biological resources documentation, and consultation and support services, as needed, for the Quincy Channel Maintenance Project. The proposed project consists vegetation management around a flood control gate and in six contiguous drainage channels—a total of approximately 2,650 linear feet—located north of the Quincy downtown area. Attachment A-1 consists of the Project Location Map, including the proposed project work areas, provided by the County on January 13, 2016.

It is anticipated that CEQA compliance will be in the form of a Notice of Exemption to be issued by the County; regulatory permit applications will be prepared by County. NSR will provide the following technical support:

##### ***Task 1: Biological Resources Characterization Technical Memorandum***

NSR will prepare a biological resources characterization technical memorandum that includes the following:

- Review and evaluate background information regarding biological resources in the project study area (e.g. aerial photographs, topographic maps, agency guidelines) shown in Attachment A-1.
- Request a list from the U.S. Fish and Wildlife Service (USFWS) identifying federally listed, proposed, and candidate species that may potentially occur, or be affected by the project in the study area and vicinity.
- Review the California Department of Fish and Wildlife (CDFW) California Natural Diversity Data Base (CNDDB) for reported occurrences of special-status species within approximately 5 miles of the study area.
- Conduct a reconnaissance-level field assessment of the study area shown in Attachment A-1 to characterize the habitats present and determine the potential for occurrence of regionally occurring special-status plant and animal species. This does not include protocol-level or targeted surveys for special-status plant or animal species.
- Conduct a reconnaissance-level preliminary field delineation of wetlands and other waters within the study area shown in Attachment A-1 based on U.S. Army Corps of Engineers (Corps) methodology. Data points may be used to identify wetland features and boundaries, and to develop a preliminary delineation of the ordinary high water mark for other waters of the United States. Depending on field conditions, the preliminary delineation may include the use of aerial photograph and topographic map interpretation in concert with physical inspection. This does not include a formal delineation of waters of the United States, including wetlands.
- Conduct a count of trees located below the ordinary high water mark of the ditches having greater than a 2-inch diameter at breast height.

Following completion of the field reconnaissance, NSR will prepare a technical memorandum letter report that summarizes the results of the biological resources characterization, including a preliminary determination of waters of the United States. This characterization will include the following elements: introduction; methodology; results, and anticipated and pre-determined regulatory requirements.

**Deliverables:** Two (2) copies of draft Biological Resources Characterization Technical Memorandum; five (5) copies of the final Biological Resources Characterization Technical Memorandum

**Meeting (s):** Not applicable

## **II. Jacks Ditch Culvert Extension Project – Biological Resources Characterization Technical Memorandum, and Consultation and Support Services**

The Plumas County Department of Public Works (County), under an existing on-call agreement with North State Resources, Inc. (NSR), is requesting preliminary biological resources documentation, and consultation and support services, as needed, for the Jacks Ditch Culvert Extension Project (project). The proposed project would extend both the inlet and outlet of an existing road culvert, construct shoulder embankments, and remove approximately three trees located on County Road 414 (Bucks Lake Road) in the unincorporated community of Meadow Valley. Attachment A-2 shows the project location and vicinity. Attachment A-3 shows the project study area based on CAD data provided by the County on March 4, 2016.

It is anticipated that California Environmental Quality Act (CEQA) compliance will be in the form of a Categorical Exemption prepared by the County, but if the County determines that CEQA documentation will be an Initial Study (IS) followed by adoption of a Mitigated Negative Declaration (MND), an optional task for NSR to prepare the CEQA documentation is included in this scope of work. An optional task for NSR to prepare regulatory permits (Sections 404 and 401, and Section 1600) is also included. Optional tasks are also included in this scope for NSR to prepare the technical studies that would be required to support the County's CEQA determination and regulatory permitting.

Under this scope of work (SOW), NSR will complete Tasks 1 and 2. Optional tasks (Tasks 3-6) would be completed by NSR upon request from the County.

### ***Task 1 – Project Management/Coordination***

Under Task 1, NSR will maintain an open line of communication with the County throughout the process of field investigations, and preparation of the draft and final technical reports. This would be accomplished through a combination of frequent, informal communications via conference calls and submittal of pertinent written correspondence. NSR will work with the County to develop a final environmental study limits figure that delineates the study area boundaries that will be used in the tasks included in the scope of work.

**Deliverables:** Meeting notes and e-mails summarizing conversations; final environmental study limits figure.

**Meeting(s):** Not Applicable.

## **Task 2 – Biological Resources Characterization Technical Memorandum**

NSR will prepare a biological resources characterization technical memorandum that includes the following:

- Review and evaluate background information regarding biological resources in the project study area (e.g. aerial photographs, topographic maps, agency guidelines) shown in Attachment A-3.
- Request a list from the U.S. Fish and Wildlife Service (USFWS) identifying federally listed, proposed, and candidate species that may potentially occur, or be affected by the project in the study area and vicinity.
- Review the California Department of Fish and Wildlife (CDFW) California Natural Diversity Data Base (CNDDB) for reported occurrences of special-status species within approximately 5 miles of the study area.
- Conduct a reconnaissance-level field assessment of the study area shown in Attachment A-3 to characterize the habitats present and determine the potential for occurrence of regionally occurring special-status plant and animal species. This does not include protocol-level or targeted surveys for special-status plant or animal species.
- Conduct a reconnaissance-level preliminary field delineation of wetlands and other waters within the study area shown in Attachment A-3 based on U.S. Army Corps of Engineers (Corps) methodology. Data points may be used to identify wetland features and boundaries, and to develop a preliminary delineation of the ordinary high water mark for other waters of the United States. Depending on field conditions, the preliminary delineation may include the use of aerial photograph and topographic map interpretation in concert with physical inspection. This task does not include a formal delineation of waters of the United States, including wetlands (see optional Task 4).
- Conduct a count of trees located within the proposed project area having greater than a 2-inch diameter at breast height.

Following completion of the field reconnaissance, NSR will prepare a technical memorandum letter report that summarizes the results of the biological resources characterization, including a preliminary determination of waters of the United States. This characterization will include the following elements: introduction; methodology; results, and anticipated and pre-determined regulatory requirements.

**Deliverables:** Two (2) copies of draft Biological Resources Characterization Technical Memorandum; five (5) copies of the final Biological Resources Characterization Technical Memorandum

**Meeting (s):** Not applicable

## **Task 3 - Botanical Survey (optional)**

A botany survey would be necessary if the records search and background research conducted under Task 2 determines that the potential exists for special-status plant species to occur within the project study area. This survey would also serve to support a CEQA determination that the project would have no or minimal impacts on special-status plant species if the potential occurs for such species to occur in the study area.



If required, NSR will conduct a single-visit botanical survey of the project study area during the spring of 2016. The survey will be conducted in general accordance with the *Protocols for Surveying and Evaluating Impacts to Special-Status Native Plant Populations and Natural Communities* (California Department of Fish and Game 2009). The timing of the survey will correspond with the blooming period (i.e., temporal period when unique floral structures are present and identifiable) for special-status vascular plant species with potential to occur on the study area. The actual survey time may vary depending on the progression of environmental parameters (e.g., rainfall and temperature patterns for this spring). The results of the botanical survey will be summarized in the biological resources assessment report (Task 2). The report will include a comprehensive list of all vascular plant species observed within the study area, including potentially-invasive species and a figure showing location(s) and acreage(s) for any special-status plant species occurrence(s) detected.

**Deliverables:** One (1) copy of observed plant species list

**Meeting(s):** Not applicable

#### ***Task 4 – Delineation of Waters of The United States (optional)***

Under Task 4, all waters and wetlands within the project study area potentially under jurisdiction of the U.S. Army Corps (Corps) of Engineers, per Section 404 of the federal Clean Water Act, will be characterized and mapped. The discharge of dredged or fill material within waters or wetlands under Corps jurisdiction (waters of the United States) would necessitate a delineation in support of the permit effort described in optional Task 6. In addition, information gathered as a result of the wetland delineation would be used to determine project-related impacts on wetlands/waterbodies that might not be under Corps jurisdiction, but may be under state jurisdiction. This survey would also serve to support a CEQA determination that the project would have no or minimal impacts on waters and/or wetlands.

If required, NSR will:

- Obtain and evaluate baseline data (aerial photographs, topographic maps, soil survey, etc.). If aerial photographs or site-specific topographic mapping is available, it will be provided to NSR by the County. If not available, NSR will use aerial photographs and topographic maps available from the U.S. Geological Survey or other appropriate source.
- Conduct a field delineation of the study area in accordance with U.S. Army Corps of Engineers (Corps) methodology. This will include three-parameter data points to identify wetland features and boundaries, and delineation of the ordinary high water mark for other waters of the United States. Depending on field conditions, the delineation may include the use of aerial photography and topographic map interpretation in combination with physical inspection.
- Determine type and acreage of waters of the United States within the study area. This determination will be subject to Corps verification.
- Prepare a report that is suitable for submittal to the Corps summarizing the delineation of waters of the United States. The delineation report will be prepared to support a Preliminary Jurisdictional Determination, and will contain background information, data sheets, and a delineation map (minimum scale of 1"=200').

- Incorporate comments provided by the County. At the request of the County, submit the wetland delineation report to the Corps (Sacramento District) with a written request for verification for approval on behalf of the County.

**Deliverables:** One (1) PDF copy of administrative draft wetland delineation report; up to five (5) copies of the final wetland delineation report.

**Meeting(s):** Not Applicable.

#### ***Task 5 – CEQA Documentation (optional)***

NSR anticipates that the County, acting as the CEQA Lead Agency, will prepare a Categorical Exemption for the proposed project. However, if the County determines that the project may have a significant, but mitigable effect on the environment, CEQA documentation would be in the form of an Initial Study (IS) supported by technical studies. Mitigation would be based on the findings of the IS and CEQA approval would be in the form of a mitigated negative declaration (MND).

If required and requested by the County, NSR will prepare the following CEQA documentation:

- *Prepare Administrative Draft Initial Study*—NSR will prepare an Administrative Draft IS/MND using the environmental checklist form included as Appendix G of the CEQA guidelines (or other format preferred by the County). The document will be prepared in a narrative format that describes the environmental setting for the study area, summarizes the results of the technical studies (cultural, biological, wetland delineation, etc.), identifies potential impacts resulting from the proposed project, and recommends mitigation measures (as appropriate). Each issue area covered in the environmental checklist (Appendix G) will be evaluated at a suitable level of detail to fully address all potential impacts of the proposed project. The IS will only analyze the preferred project alternative at a full level of detail. An administrative draft IS will be submitted to the County for review and comment. NSR will also circulate the administrative draft IS to other responsible agencies, as deemed appropriate by the County.
- *Prepare Draft Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration*—After the County and other responsible agencies complete their review of the administrative draft IS, NSR will incorporate their comments into a public draft IS, making certain to include any needed or proposed mitigation measures. NSR will also prepare a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI). NSR will bind this document together with the draft IS. A screen-check copy of the IS/MND and NOI will be submitted to the County for approval prior to distribution to the public. In addition, NSR will complete the Notice of Completion (NOC) form on behalf of the County and submit to the State Clearinghouse along with 15 copies of the IS/MND. NSR will also mail out copies of the IS/MND. NSR recommends that the County provide a 30-day public comment period.
- *Prepare Final Initial Study/Mitigated Negative Declaration*—After the close of the public comment period and assuming comments warranting substantial revision or recirculation of the IS are not received, NSR will review the public and agency comments with the County, compile and number all substantive comments, and provide written responses for each comment provided. *Note: the level of effort to respond to comments assumes up to 16 hours of technical staff time. Additional budget may be required if*

*extensive and substantive comments are received.* NSR will provide the County with a draft set of responses to comments for review and approval. The draft IS/MND will become the final IS/MND and the final written responses to comments will be included as an appendix.

- *Prepare Mitigation Monitoring and Reporting Plan*—A Mitigation Monitoring and Reporting Plan (MMRP) will be prepared by NSR that summarizes all of the project mitigation measures, the responsible parties for implementing each measure, and the timing for each measure. The MMRP will be included as an appendix to the final environmental document.
- *Coordinate Final CEQA*—NSR will coordinate the final stages of the CEQA process with the County. CEQA approval, via adoption of a negative declaration with mitigation, would be obtained at a regularly scheduled meeting of the County Board of Supervisors. CEQA requires that the lead agency file a Notice of Determination (NOD) with the County Clerk and with the State Office of Planning and Research after deciding to approve a project for which a negative declaration has been adopted. NSR will assist the County with preparing the NOD.

**Deliverables:** Electronic copy (PDF) of the administrative draft IS/MND and MMRP and screen-check public draft IS/MND, NOI, MMRP, and NOC; Thirty (30) bound copies and PDF of public draft IS/MND, NOI, and MMRP; fifteen (15) bound copies and PDF of final IS/MND (responses to comments) and MMRP; Draft NOD in electronic format;

**Meeting(s):** Not Applicable.

#### ***Task 6 – Project Permitting (optional)***

The need for project compliance with the regulatory permits included in Task 6 would be triggered by project-related impacts on wetlands or waters delineated under optional Task 4. The regulatory requirements associated with these federal and state permits are described in detail under the respective permit description.

If required, NSR will prepare permitting packages for the County's signature and submittal. The following permits may be required:

- ***Section 404 Permit (U.S. Army Corps of Engineers)*** – The form of U.S. Army Corps of Engineers (Corps) Section 404 permit needed to construct the project will depend on the area of fill that is discharged into “waters of the United States” (e.g., Jack’s Ditch). NSR will use the most current project design information to overlay onto the wetland delineation map to determine impacts. Based on NSR’s understanding of the proposed project, it is anticipated that should a permit be required, the project can be authorized under a Nationwide Permit #14 (Linear Transportation Projects). Preparation of an Individual Permit application or Letter or Permission (LOP) is not expected to be needed and is excluded from this scope of work. As part of the Section 404 permit process, the following tasks will be completed:
  - NSR shall prepare a Pre-construction Notification (PCN) letter that includes a wetland impact map.

- Potential mitigation strategies might include purchasing credits at a mitigation bank or preparation of an in-lieu fee program. For purposes of this scope, detailed (i.e., engineering-level design drawings) mitigation planning and design are excluded from this scope of work.
- The County will submit the application and will be responsible for coordination with the Corps. NSR will respond, per the County's request, to Corps comments regarding the processing of the PCN authorization.
- ***Section 401 Water Quality Certification (Central Valley Regional Water Quality Control Board)*** – Projects requiring a Section 404 permit from the Corps must also obtain a Water Quality Certification per Section 401 of the Clean Water Act. NSR will prepare a request for water quality certification for the project per Section 401 of the Clean Water Act. The County will be responsible for submitting the application to the Central Valley Regional Water Quality Control Board (RWQCB) and for coordination with the RWQCB. NSR will respond, per the County's request, to RWQCB comments regarding the processing of this application. The County would be responsible for any fees to the State Water Resources Control Board.
- ***Section 1600 Streambed Alteration Agreement (California Department of Fish and Wildlife)*** – Pursuant to the California Fish and Game Code, a public entity proposing an activity that will substantially divert or obstruct the natural flow of or substantially change the bed, channel, or bank of any river, stream, or lake designated by the California Department of Fish and Wildlife (CDFW) must receive a discretionary Streambed Alteration Agreement. NSR will prepare the application for the Streambed Alteration Agreement for the project per Section 1602 of the California Fish and Game Code. The County will submit the application to the CDFW. NSR will respond, per the County's request, to CDFW comments regarding the processing of this application. The County would be responsible for all application fees required by the CDFW.

**Deliverables:** One (1) copy of the draft versions for each permit application identified above; One (1) copy of the final versions of each permit application identified above.

**Meeting(s):** Not Applicable.

#### **Subtask 6a – Cultural Resources Investigation (Optional)**

An investigation of cultural resources may be needed to ensure project compliance under Section 106 of the National Historic Preservation Act should the project require authorization under a U.S. Army Corps of Engineers permit (as described in optional Task 6, above)

If required, NSR will conduct a cultural resources investigation that includes the following elements:

- ***Area of Potential Effect (APE)***—NSR staff will assist the County in delineating the appropriate area of potential effects (APE) boundaries for the proposed project, covering both vertical and horizontal limits, as appropriate.
- ***Pre-Field Records Search and Research***—NSR will review relevant previous archaeological survey and excavation reports, archaeological site records, and property listings on file at the Northeast Information Center (NEIC) of California Historical

Resources Information System at California State University Chico. The results of the NEIC record search will be supplemented with additional archival investigations. This research will include contacting local historical organizations in an effort to determine if cultural resources not formally recorded at the NEIC are present within the project area. NSR will also examine soil surveys and geological mapping to determine the age of local landforms and the potential for naturally buried archaeological resources to occur in the project area.

- ***Native American Outreach***—NSR will contact the Native American Heritage Commission (NAHC) and request a search of the NAHC Sacred Lands File and a list of local Native American representatives for AB-52 and Section 106 consultation purposes. The purpose of this consultation will be to determine if any Native American groups or individuals have any interest in or concerns with the proposed project. NSR will contact each individual or tribal group on the NAHC list by letter and two follow-up phone calls if necessary.
- ***Pedestrian Survey***—An intensive pedestrian survey of the APE will be conducted to complete the required discovery process. This survey will be conducted by walking systematic transects spaced no greater than 15 meters apart over the entire APE. The pedestrian survey will identify:
  - the presence or absence of cultural resources visible on the surface in the APE;
  - the present condition of the local environment;
  - environmental factors that may have affected use of the areas by prehistoric and historic occupants (e.g., elevation, food or material resources, proximity to water); and
  - environmental factors that may have limited the survival or visibility of archaeological remains (e.g., erosion, or modern disturbance).
- ***Archaeological Inventory***—NSR will conduct an intensive archaeological inventory of the project area utilizing pedestrian transects spaced no greater than 15 meters apart. In areas determined to be less sensitive, such as steep hillsides or areas showing extensive disturbance, transects may be spaced wider or other suitable survey methods may be employed. The field inventory will identify:
  - the presence or absence of cultural resources visible on the surface in the project area;
  - the present condition of the local environment;
  - environmental factors that may have affected use of the areas by prehistoric and historic occupants (e.g., elevation, food or material resources, proximity to water); and
  - environmental factors that may have limited the survival or visibility of archaeological remains (e.g., erosion, or modern disturbance).

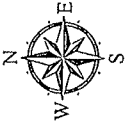
Any newly identified cultural resources encountered within the APE will be recorded in a manner consistent with the *Secretary of the Interior's Standards and Guidelines for Identification of Cultural Resources* (48CFR 44720-23). California Department of Parks and

Recreation (DPR) Series 523 forms will be prepared, along with appropriate supporting forms (e.g., Archaeological Site Record, Linear Feature record, Site Sketch Map, Location Map.

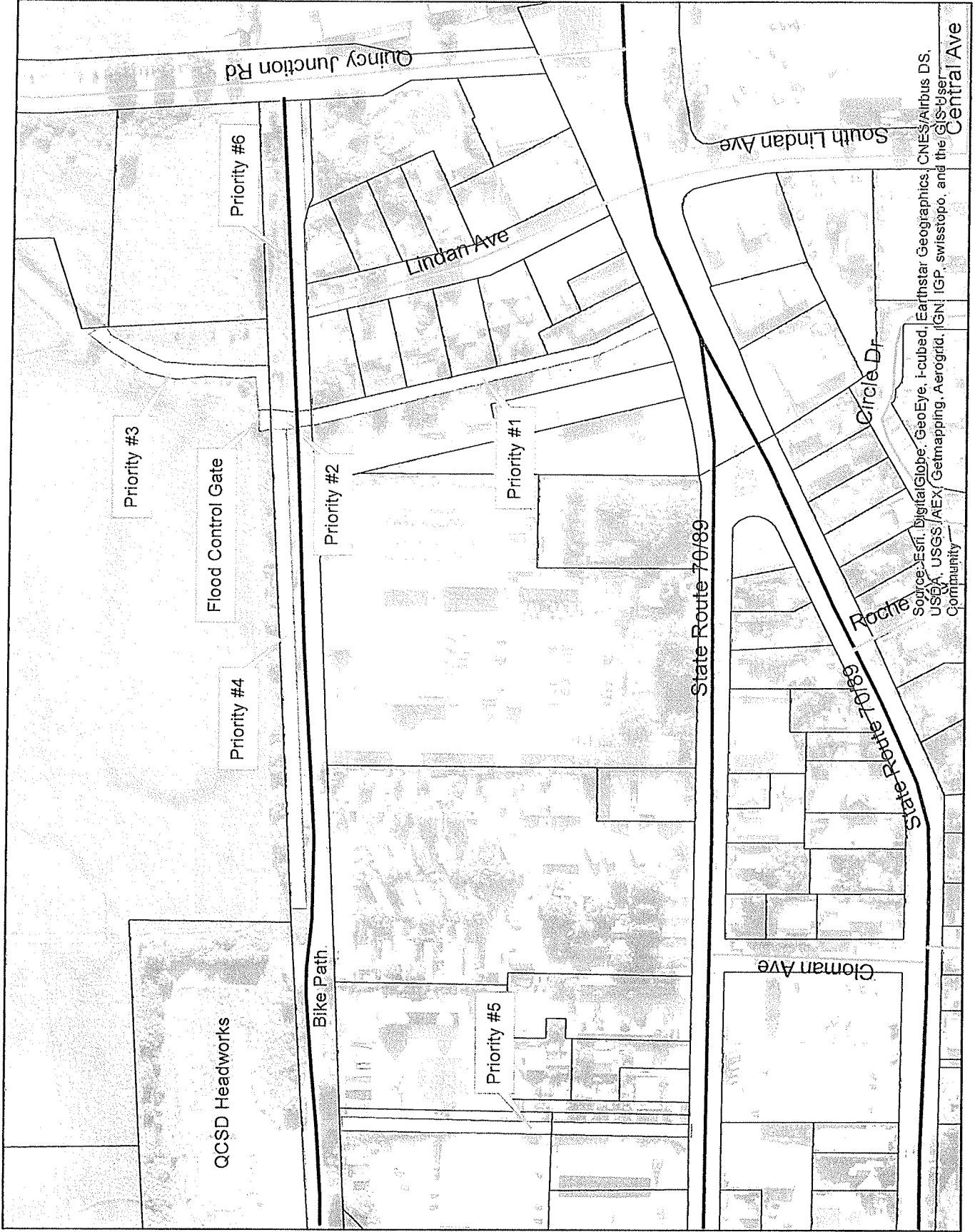
- **Cultural Resources Inventory Report**—NSR will present the results of the discovery process in accordance with guidance offered in *Archaeological Resource Management Reports: Recommended Contents and Format* (California Office of Historic Preservation: 1979) and the U.S. Army Corps of Engineers' *Guidelines for Compliance With Section 106 of the National Historic Preservation Act* (March 24, 2014). The Cultural Resources Inventory Report will document the results of the NEIC record search, additional archival research, the archaeological survey, and Native American outreach, and develop preliminary recommendations regarding resource significance per National Register of Historic Places/California Register of Historical Resources criteria. The documentation will be prepared in draft form for review by the County. NSR will then prepare a final version which incorporates comments provided by the County. NSR will also forward one copy of the Cultural Resources Inventory Report and separate copies of any site records to the NEIC, as required by the California Historical Resources Information System.

**Deliverables:** Two (2) hard and electronic copies of the draft Inventory and Evaluation Report; three (3) hard and electronic copies of the final Inventory and Evaluation Report.

**Meeting(s):** Not Applicable.



1 inch = 200 feet

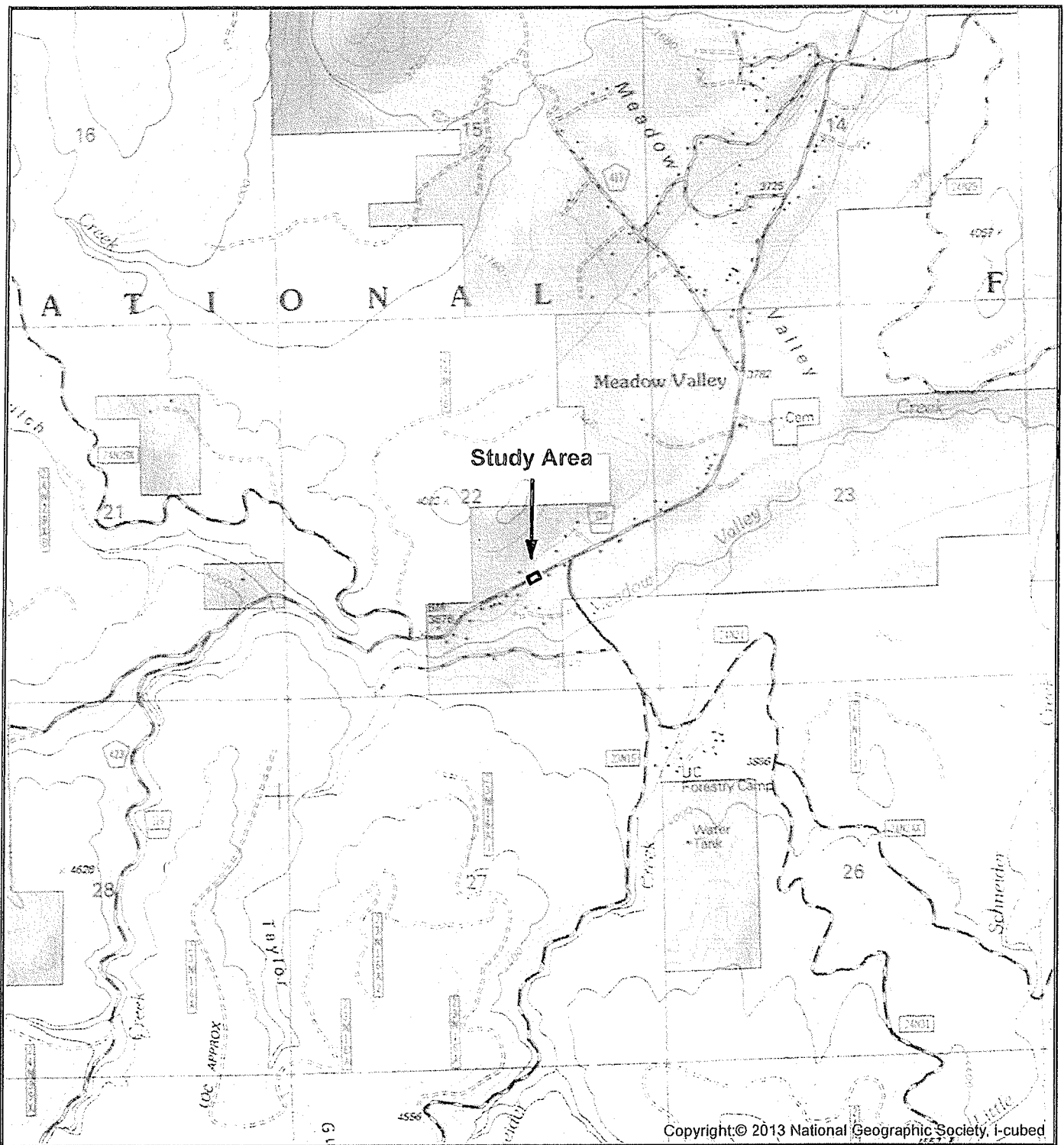


## Project Location Map

Project Work Areas

Bike Path

Attachment A-1

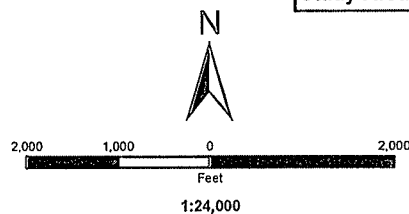


Copyright: © 2013 National Geographic Society, I-cubed

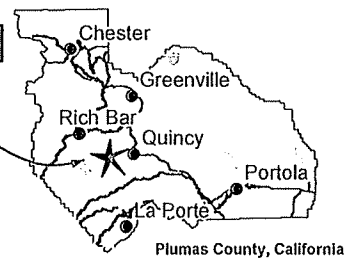
 Study Area (0.36 acre)

Public Land Survey:  
T24N, R8E, Sec. 22

USGS 7.5 Quad:  
Meadow Valley - 1980



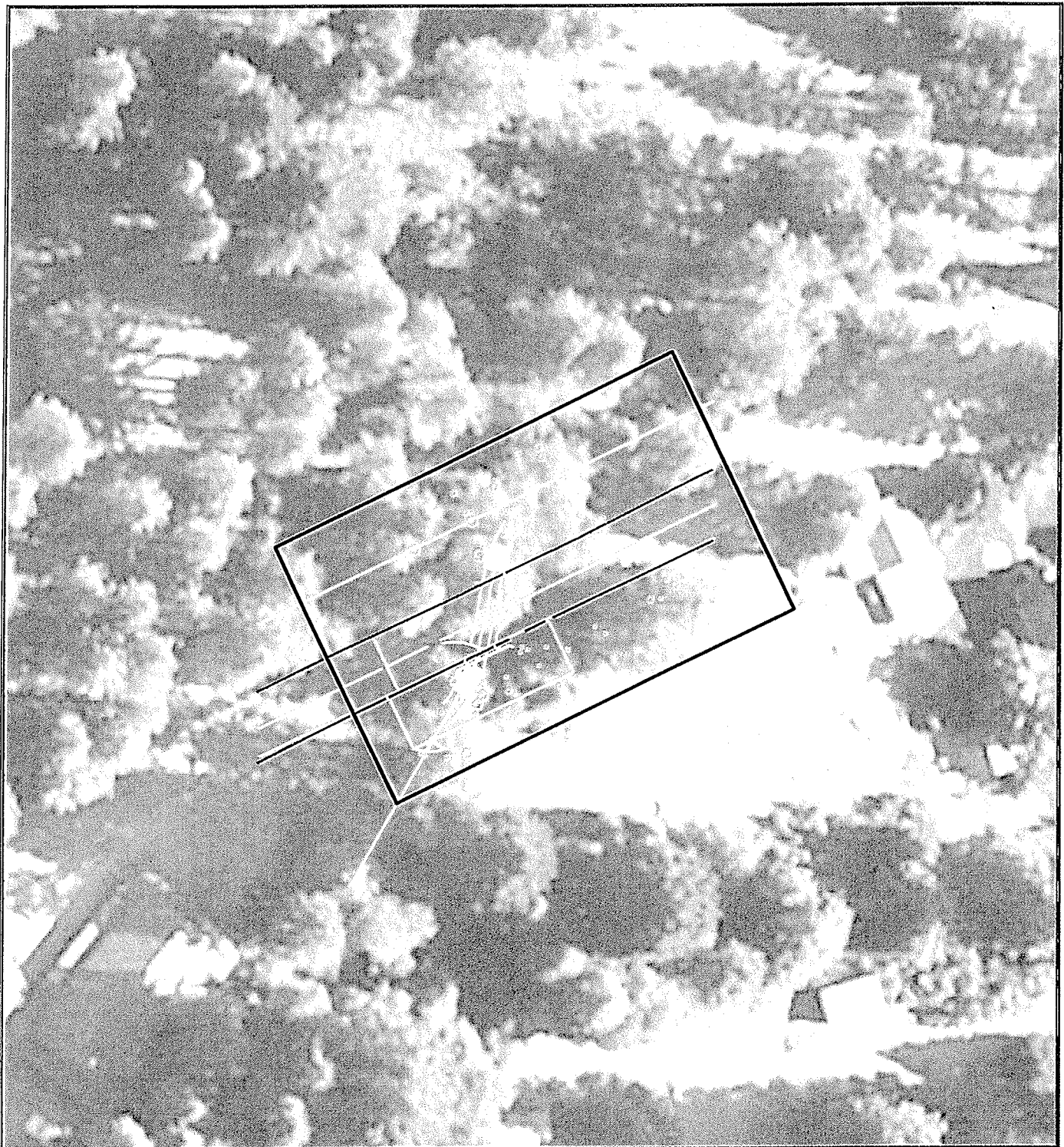
Study Area Location



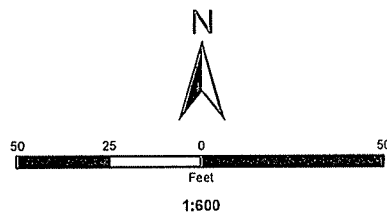
Jacks Ditch Culvert Project

Attachment A-2  
Study Area Location and Vicinity





- Study Area (0.36 acre)
- Project Layout
- Edge of Pavement
- Trees



## **Exhibit B**

### **Cost Proposal**

#### **I. Quincy Channel Maintenance Project – Biological Resources Characterization Technical Memorandum, and Consultation and Support Services**

The estimated cost for the Scope of Work as outlined above in Exhibit A, Section I shall be completed on a time-and-materials basis, and shall not exceed Two Thousand Nine Hundred Ninety-nine Dollars (\$2,999). A line item cost breakdown showing labor hours, hourly rates, and expenses is provided in the cost spreadsheet provided as Attachment B-1.

#### **II. Jacks Ditch Culvert Extension Project – Biological Resources Characterization Technical Memorandum, and Consultation and Support Services**

NSR shall provide the services described in the scope of work listed above in Exhibit A, Section II for tasks 1 and 2 for a time-and-materials amount not to exceed \$4,107. The total for scope of work, including optional tasks 3 through 6 (and subtask 6a) based on a time and materials amount would be \$41,042. The cost breakdown per task is provided below: A line item cost breakdown showing labor hours, hourly rates, and expenses is provided in the cost spreadsheet provided as Attachment B-2.

- Task 1 – Project Management/Coordination: \$834
- Task 2 – Biological Resources Characterization: \$3,273
- Task 3 – Botanical Survey (optional): \$2,038
- Task 4 – Delineation of Waters of the United States (optional): \$2,028
- Task 5 – CEQA Documentation (optional): \$12,972
- Task 6– Project Permitting (optional): \$11,617 (specified by permit type, below)
  - Corps Section 404 Permit: \$6,781
  - RWQCB Section 401 Permit: \$2,500
  - CDFW Lake and Streambed Alteration: \$2,336

Subtask 6a (optional) – Cultural Resources Investigation (optional): \$8,280

LABOR		TASK 1		Biological Resources Characterization		TOTAL LABOR COST	
LABOR CATEGORY	KEY PERSONNEL	Hourly Rate	HOURS	COST	HOURS	COST	TOTAL LABOR COST
Program Manager 4	Lanning	\$168.84	2	\$337.68			\$337.68
Environmental Analyst 4	Carpenter	\$100.86	2	\$201.72			\$201.72
Biologist 2	Bainbridge	\$71.94	20	\$1,438.80			\$1,438.80
Administrative Manager 3	Wiechman	\$96.78	2	\$193.56			\$193.56
GIS & Mapping Analyst 2	Mooney	\$78.73	6	\$472.38			\$472.38
Administrative Assistant 2	Langford	\$92.19	4	\$368.76			\$368.76
TOTAL LABOR COST				\$2,999.90		\$0	\$2,999.90

OTHER DIRECT COSTS		TOTAL OTHER DIRECT COST	
DESCRIPTION	UNIT COST	UNIT	TOTAL OTHER DIRECT COST
Travel Costs	\$10.00	2	\$20.00
GIS Information	\$12.93	6	\$77.58
Purchase/Reproduce Documents	\$0.50	200	\$100.00
TOTAL OTHER DIRECT COST			\$197.58

TRAVEL		TOTAL TRAVEL	
DESCRIPTION	UNIT COST	UNIT	TOTAL TRAVEL
Vehicle Mileage	\$0.56	300	\$168.00
Lodging & Per Diem	\$100.00		\$100.00
Rental Vehicles			\$0
Other Direct Cost			\$0
TOTAL TRAVEL			\$168.00

TASK TOTALS	\$2,999.90	\$0	\$2,999.90
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TOTAL ESTIMATED COST	\$2,999
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## Exhibit C

### Project Schedule

#### I. Quincy Channel Maintenance Project – Biological Resources Characterization Technical Memorandum, and Consultation and Support Services

NSR will prepare the Biological Resources Characterization Technical Memorandum report as described in Exhibit A, Section I within 4 weeks following notice-to-proceed, depending upon weather and project-site conditions (i.e., snow on the ground). NSR will be available for consultation and support immediately upon receipt of the notice-to-proceed until the regulatory permits have been authorized.

#### II. Jacks Ditch Culvert Extension Project – Biological Resources Characterization Technical Memorandum, and Consultation and Support Services

NSR will complete Tasks 2 through 6, including subtask 6a (as requested by the County) described in Exhibit A, Section II, as described in Table 1, contingent upon receipt of a stable project description and an established area of direct project impacts.

**Table 1. Completion Schedule – Jacks Ditch Culvert Extension Project**

DELIVERABLE	COMPLETION SCHEDULE
Task 1. Project Management and Coordination	Beginning after receipt of fully executed contract and notice to proceed, as relevant
Task 2. Biological Resources Characterization	Six (6) weeks after receipt of fully executed contract and notice to proceed and receipt of complete project description from the County
<b>Optional Tasks</b>	
Task 3. Botanical Survey (optional)	Seasonally dependent. Must be conducted between late-April and early June. Three (3) weeks after survey.
Task 4. Draft Wetland Delineation (optional)	Four (4) weeks after receipt of fully executed contract and notice to proceed
Task 5. Draft CEQA documentation (IS/MND, NOI, MMRP) (optional)	Three (3) weeks after receipt of comments on draft deliverables (Optional tasks 2-5)
Task 6. Draft Regulatory Permits (optional)	Three (3) weeks after adoption of final CEQA documentation
Subtask 6a. Draft Cultural Resources Assessment (optional)	Eight (8) weeks after receipt of fully executed contract and notice to proceed and receipt of complete project description from the County
Final Deliverables	Two (2) weeks after receipt of comments on draft deliverables



## ALCOHOL AND OTHER DRUG SERVICES

270 County Hospital Road, Suite 111, Quincy, CA 95971  
Treatment (530) 283-7050 Prevention (530) 283-6118  
<http://bit.ly/PlumasCountyAOD>

**Date:** March 21, 2016

**To:** Honorable Board of Supervisors

**From:** Louise Steenkamp, AOD Administrator *LS*

**Agenda:** Item for April 5, 2016

**Recommendation:** Adopt the attached Resolution to accept DHCS Contract Agreement Number 14-90084, Amendment Number A02, from the California Department of Health Care Services for Substance Use Disorder (SUD) Services and authorize the Director of Alcohol and Other Drug Services Administrator to sign as the Board designee.

**Background Information:** On February 8, 2016 the State of California Department of Health Care Services issued a Contract Amendment for Plumas County's Multi-Year 2014-2017 Substance Use Disorder Agreement. The Contract Amendment effective date is July 1, 2016. The purpose of the amendment is to modify terms and conditions as outlined in the original contract.

A copy of the Contract Amendment, approved as to form by County Counsel, is on file with the Clerk of the Board for review.

Thank you.

RESOLUTION NO. 16 - \_\_\_\_\_

**RESOLUTION TO ACCEPT CONTRACT AGREEMENT NUMBER 14-90084  
AMENDMENT NUMBER A02 FROM THE STATE OF CALIFORNIA DEPARTMENT  
OF HEALTH CARE SERVICES FOR SUBSTANCE USE DISORDER SERVICES.**

**WHEREAS**, DHCS Contract Agreement Number 14-90084 Amendment Number A02 Modifies the Terms and Conditions as outlined in the original multi contract for Fiscal Years 2014-15 through 2016-17; and

**WHEREAS**, Plumas County Alcohol and Other Drug Services will perform Substance Use Disorder Services on behalf of the State of California, Department of Health Care Services; and

**NOW, THEREFORE, BE IT RESOLVED** by the Plumas County Board of Supervisors, County of Plumas, State of California, as follows:

1. Approve DHCS Contract Agreement Number 14-90084 Amendment Number A02 from the State of California Department of Health Care Services for Substance Use Disorder Services, and Authorize the AOD Administrator to sign as the Board's designee.

**The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 5<sup>th</sup> day of April 2016, by the following vote:**

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

\_\_\_\_\_  
Chair, Plumas County Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk, Plumas County Board of Supervisors





# PLUMAS COUNTY BUILDING DEPARTMENT

555 Main Street  
Quincy, CA 95971

[www.plumascounty.us](http://www.plumascounty.us)

voice (530) 283-7011

24/7 inspection request (530) 283-6001

fax (530) 283-6134

**Date:** March 18, 2016

**To:** Honorable Chair and Members of the Board of Supervisors

**From:** John Cunningham, Building Official

**Agenda:** April 5, 2016

**Re:** Contract for Services with West Coast Code Consultants, Inc.

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## Recommendation:

Approve the enclosed contract for plan review services with West Coast Code Consultants, Inc.

## Background and Discussion:

The Building Department is staffed with one Building Inspector and one Plans Examiner. Because of staffing cuts, for the last several years the Plans Examiner has often had to take days off when he really preferred not to, in order to stay under the maximum allowable accumulation of vacation and compensated-time-off, even though, with Board approval, those maximum levels have been increased several times (see table below). Beyond not being fair to a valuable, hardworking employee, this creates a large unfunded liability for the County when the employee ends his employment.

Rather than further increase the maximum allowable accumulation of vacation and compensated-time-off, thereby further increasing the unfunded liability, the approval of this contract will allow the Building Department to use this consultant to perform plan review services on an as-needed basis as determined by the Building Official. The consultant would be paid from the Professional Services line item of the Building Department current budget. The County is under no obligation to ever make use of the consultant's services, and the contract can be terminated by the County without cause with ten days notice.

Comp & Vacation Accumulation Limits		
	Base	Plans Examiner
Comp	120	300
Vacation	336	420

If the Plans Examiner ended his employment today, his unfunded payout for vacation, comp and sick leave would be approximately \$30,650.00

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 5<sup>th</sup> day of April, 2016 by and between Plumas County hereinafter called "COUNTY" and West Coast Code Consultants, Inc. hereinafter called "CONSULTANT".

### RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That COUNTY desires to engage CONSULTANT to render certain professional services in the COUNTY;
- B. That CONSULTANT is qualified to provide such services to the COUNTY and;

THEREFORE, the COUNTY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire three years from commencement date. (b) Notwithstanding the provisions of (a) above, COUNTY may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, COUNTY shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of COUNTY to terminate this Agreement for



cause, or otherwise to exercise such rights or pursue such remedies as may accrue to COUNTY hereunder.

3. Compensation; Expenses; Payment. COUNTY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit B hereof, attached hereto and by this reference incorporated herein.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to COUNTY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to COUNTY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
5. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
6. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the COUNTY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder. CONSULTANT acknowledges the importance to COUNTY of the skill, competency, ability to appropriately work with COUNTY staff and expertise of individual staff assigned to the project, and accordingly the individuals assigned to the Project must be acceptable to COUNTY.
7. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to COUNTY, become the property of COUNTY.
8. Relationship of Parties. It is understood that the relationship of CONSULTANT to the COUNTY is that of an independent contractor and

all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the COUNTY.

9. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that COUNTY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to COUNTY of COUNTY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

10. Indemnity. CONSULTANT hereby agrees to defend, indemnify, and save harmless COUNTY, its Council, boards, commissions, officers, attorneys, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs of litigation and attorneys fees) of every nature, kind or description, which may be brought against, or suffered or sustained by, COUNTY, its Council, boards, commissions, officers, attorneys, employees or agents arising or resulting directly or indirectly from any act or omission of CONSULTANT, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify COUNTY, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

11. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance covering risks relating to CONSULTANT's services to be performed hereunder in form subject to the approval of the COUNTY Attorney and/or COUNTY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
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Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
<sup>1</sup> Professional Liability	\$1,000,000 per claim and \$2,000,000 aggregate

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, furnish COUNTY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of thirty (30) days (10 days for nonpayment) after COUNTY shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;
- (b) Naming Plumas County, its Council, officers, boards, commissions, attorneys, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to COUNTY, its Council, officers, boards, commissions, attorneys, employees, and agents, and any insurance or self-insurance maintained by COUNTY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it.

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<sup>1</sup> Note: Professional liability insurance coverage is not required if the contractor/vendor/consultant is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement.  
Recommended \_\_\_\_\_ [Project Manager]    Approved \_\_\_\_\_ [Risk Manager]

#### Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

#### Verification of Coverage

Consultant shall furnish the COUNTY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

#### Waiver of Subrogation

Consultant hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said Consultant may acquire against the COUNTY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the COUNTY has requested or received a waiver of subrogation endorsement from the insurer.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

#### Special Risks or Circumstances

COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.

13. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the COUNTY setting forth the provisions of this non-discrimination clause.
14. Notice. All notices required by this Agreement shall be given to the COUNTY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

COUNTY: Plumas County  
555 Main St,  
Quincy, CA 95971  
Attention: Director of Building Services

CONSULTANT: Giyan A. Senaratne, Principal/CEO  
West Coast Code Consultants, Inc.  
2400 Camino Ramon, Suite 240  
San Ramon, CA 94583

15. Non-Assignment. This Agreement is not assignable either in whole or in part.
16. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
17. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
18. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of Plumas, California. In the event of litigation

between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.

19. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs. If a party refuses or fails to participate in mediation in good faith prior to filing a lawsuit, then that party shall be barred from recovery of attorneys fees and costs of suit.
20. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within Plumas County or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
21. Entire Agreement. This Agreement, including Exhibits A, B and C, comprise the entire Agreement between the COUNTY and CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

PLUMAS COUNTY

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sherrie Thrall, Chair of the Board of Supervisors

APPROVED AS TO FORM

Dated: 3/11/16

Stephen J. Maudslø  
Craig Settemire, County Council

CONSULTANT

Dated: \_\_\_\_\_

\_\_\_\_\_  
Giyan A. Senaratne, Principal/CEO  
West Coast Code Consultants, Inc.

Attachments:

Exhibit A – Scope of Work

Exhibit B – Fee Schedule

Exhibit C - Insurance

## EXHIBIT A

### SCOPE OF WORK AND SCHEDULE

This professional services contract will enable the COUNTY to obtain professional and technical assistance on short notice and an as-needed basis from CONSULTANT.

The task project which may be assigned by the COUNTY to CONSULTANT at the Discretion of the County may include, but is not limited to:

#### 1. Administrative Duties

- a. When directed, provide technical advice to COUNTY personnel related to all matters of engineering, including but not limited to Disabled Access, current Building Code requirements, State and Federal regulations, and civil and structural engineering.

#### 2. Geotechnical Engineering

- a. Provide professional geotechnical services for peer review of soils report and analysis for the Building Division.
- b. Provide review, technical advice, and recommendations to the Building Division.

#### 3. Plan Check Services

The consultant shall perform plan review services as follows:

- a. When directed, review for compliance construction plans, documents, engineering, fire sprinkler / alarm plans, and specifications.
- b. Plan check shall be performed at the consultant's office unless space is available at the COUNTY office and arrangements have been made for other than the consultant's office location.
- c. Consultant shall assign personnel who are professionally qualified to perform commercial and / or residential construction document plan review as determined by the COUNTY.
- d. Consultant shall designate one individual as a responsible contact for all communications between COUNTY and consultant.
- e. Consultant shall furnish assigned personnel with all necessary materials, resources and training to conduct plan review, including current copy of applicable COUNTY amendments, policies, procedures, ordinances, and forms.



- f. Plan review approval shall not be recommended to the COUNTY until ALL code compliance issues are resolved to the best of the consultant's knowledge and all permit issuance requirements of the Building Division are satisfied. Consultant shall contact the Building Official if there are questions or other arrangements are requested.
- g. Consultant shall conduct each plan review in a timely manner and within a time-frame guidelines established by Plumas County. Upon completion of each plan review, the consultant shall return the reviewed documents to the Building Division and provide an electronic and hard copy of the plan review comments. Upon completion of the plan review where approval of the documents is recommended, the consultant shall provide two (2) complete sets of final review documents annotated as approved by Plumas County Building Division. A complete and final invoice for the project being recommended shall be provided for approval. Ongoing monthly services may be invoiced monthly.
- h. Plan review comment letters shall be completed in an approved format and provided to the Building Division.
- i. Consultant shall conduct and coordinate all communications with the Building Official, or the Building Official's designated staff. As directed, the consultant shall send a copy of the plan review comments to the designer of record for the project by email, and respond to designer questions by email or phone.
- j. The consultant shall not contact the applicant when the plans are approved. The Building Division will notify the applicant when the permit is ready to issue.
- k. Code interpretations are subject to final review and approval of the Building Official. All plan review comments are subject to review by the Building Official as requested.
- l. Consultant shall be available within one (1) business day to respond to questions from Plumas County that may be generated during field inspection for each authorized plan check that is subsequently issued a permit for construction.

#### 4. Availability

- a. The consultant is expected to perform the plan review requirement under the assigned agreement by Plumas County. Prior approval by Plumas County is required for all project changes.

- b. The expected response time for the consultant to return a list of comments to the Building Division or provide approval for all plan review projects from the day of authorization by the Building Division is then (10) working days on the first review, and five (5) working days on subsequent reviews. On larger projects, fifteen (15) working days on the first review, and then (10) working days on subsequent reviews.
- c. Indicate the availability of the consultant's staff to discuss projects and technical data via phone or email with Building Division staff, design team and / or construction team.



## EXHIBIT B

### CONSULTANT'S FEE SCHEDULE

#### FIXED FEE SCHEDULE FOR REVIEW PACKAGES – PERCENTAGE BASED

West Coast Code Consultants proposes the following fees based on a percentage of the plan review fees collected by the County based on the current and effective fee schedule:

Package "A" Residential Complete Plan Review.....70%  
of the Plan Review Fees.

Includes complete review of:

- Life safety, structural, green code, energy, and MEP review.

Turn around schedule:

- First Review - 10 working days.
- Second Review - 5 working days.
- Third Review – 5 workings. (we typically work with the applicant to avoid a third review)

Package "B" Non-Residential Complete Plan Review.....70%  
of the Plan Review Fees.

Includes complete review of:

- Life safety, structural, accessibility, green code, energy, and MEP review.

Turn around schedule for Typical and light Tenant Improvements:

- First Review - 10 working days.
- Second Review - 5 working days.
- Third Review – 5 workings. (we typically work with the applicant to avoid a third review)

Turn around schedule for New Commercial, and Winery Projects:

- First Review - 15 working days.
- Second Review - 10 working days.
- Third Review – 10 workings. (we typically work with the applicant to avoid a third review)

Package "C" Residential Structural Plan Review.....40%  
of the Plan Review Fees.

Includes complete review of:

- Full Structural Review by Registered California Engineer.

Turn around schedule:

- First Review - 10 working days.

- Second Review - 5 working days.
- Third Review – 5 workings. (we typically work with the applicant to avoid a third review)

Package “D” Non-Residential Structural Plan Review.....45%  
of the Plan Review Fees.

Includes complete review of:

- Full Structural Review by Registered California Engineer.

Turn around schedule:

- First Review - 10 working days.
- Second Review - 5 working days.
- Third Review – 5 workings. (we typically work with the applicant to avoid a third review)

Package “G” Expedited Review for Packages A-D.....1.5X of the Plan Review Fee %.

Includes complete review of:

- Expedited review off all percentage based packages.
- Reviews can be accommodated with 24 hours' notice.

Turn around schedule:

- First review completed within 5 working days.
- Second review completed within 4 working days.
- Third Review completed within 3 working days.
- Clock starts when the review reaches our office by mail, EDMS, or is picked up by our project managers.
- Clock stops once the comments are to the applicant, dropped in the mail, EDMS, or dropped off in person by our project managers.
- Hourly fees are triggered upon a fourth submittal.

Package “H” **Fast Lane** Review for Packages A-D.....2.0X of the Plan Review Fee %.

Includes complete review of:

- Expedited review off all percentage based packages.
- Reviews can be accommodated with 24 hours' notice.

Turn around schedule:

- First review completed within 5 working days.
- Second review completed within 4 working days.
- Third Review completed within 3 working days.
- Clock starts when the review reaches our office by mail, EDMS, or is picked up by our project managers.
- Clock stops once the comments are to the applicant, dropped in the mail, EDMS, or dropped off in person by our project managers.
- Hourly fees are triggered upon a fourth submittal.

Plan review services include an initial review, second review and minor third review (if needed) for approval of the plans. Any additional time required beyond the third plan review will be billed on an hourly basis, with prior approval by the COUNTY, per the Schedule of Hourly Billing Rates below.

Courier service will be assigned for plans pick-up on the same day when notified by noon or otherwise within one working day. WC3 will utilize established UPS ground or GSO ground service to pick-up all documents to be delivered to their office at no additional cost to the COUNTY.

Preliminary plan reviews, review of revisions after a project has been approved, review of shop drawings, and review of deferred submittals will be completed on an hourly basis with a mutually acceptable not-to-exceed amount.

## SCHEDULE OF HOURLY RATES

### **Building Official**

ICC Certified Building Official.....\$ 120.00/ hour

Duties shall include:

- Provides interim Building Official services as needed.
- Plans organizes and directs the County's building inspections and code enforcement activities.
- Performs special duties as assigned.
- Represents the County Building department with the public, community organizations, and other government agencies.

### **Plan Review**

Plan Review Engineer (Registered P.E.).....\$ 110.00/ hour

Plan Review Engineer (Registered S.E.).....\$ 125.00/ hour

Duties shall include:

- Complete structural review for all types of projects. (structural focus)
- Field questions make recommendations to guide County Staff with engineering related issues.
- Assist the CBO and Plans and Permit Supervisor in conflict resolution.

- Logistics: Plan Review Engineer will assist in the coordination and delivery of construction documents when projects are to be reviewed in our San Ramon office.

Plan Review Architect (Registered Architect.).....\$ 110.00/ hour

Duties shall include:

- Complete architectural, accessibility, and typical structural review for all types of projects. (focus in architectural, and access)
- Field questions make recommendations to guide County Staff with Building Code related issues.
- Assist the CBO and Plans and Permit Supervisor in conflict resolution.
- Logistics: Plan Review Architect will assist in the coordination and delivery of construction documents when projects are to be reviewed in our San Ramon office.

ICC Certified Plans Examiner .....\$ 90.00/ hour

Duties shall include:

- Complete residential review: life safety, typical light structural, green code, energy, and MEP.
- Complete non-residential review: life safety, accessibility, typical light structural (non-load bearing elements), green code, energy code, and typical MEP.
- Tenant Improvements: life safety, accessibility, typical light structural (non-load bearing elements), green code, energy code, and typical MEP.
- Logistics: Reviewer will assist in the coordination and delivery of construction documents when projects are to be reviewed in our San Ramon office.

ICC Certified Plans Examiner with CASp Certification.....\$ 125.00/ hour

Duties shall include:

- Complete residential review: life safety, typical light structural, green code, energy, and MEP.
- Complete non-residential review: life safety, accessibility, typical light structural (non-load bearing elements), green code, energy code, and typical MEP.
- Tenant Improvements: life safety, accessibility, typical light structural (non-load bearing elements), green code, energy code, and typical MEP.
- Provide CASp review on all types of projects.
- Provides CASp review for Grading and Civil plans.

ICC Certified Fire Plans Examiner.....\$ 115.00/ hour

Duties shall include:

- Complete residential fire code review: Fire life safety, sprinklers, and suppression systems
- Complete non-residential fire code review: Fire life safety, sprinklers, and suppression systems.

## Building Inspection

ICC Certified Inspector I .....\$ 80.00/ hour  
plus mileage charged per mile.

Duties shall include:

- Combo Residential inspection to include light to typical non-residential tenant improvements.
- Assist senior staff with conflict resolution.
- Logistics: Inspector will assist in the coordination and delivery of construction documents when projects are to be reviewed in our San Ramon office.

ICC Certified Inspector II .....\$ 85.00/ hour  
plus mileage charged per mile.

Duties shall include:

Combo Residential inspection of all types.

- Combo Non-residential inspections of all types.
- Assist senior staff with conflict resolution.
- Logistics: Inspector will assist in the coordination and delivery of construction documents when projects are to be reviewed in our San Ramon office.

## Permit Technicians / Plans and Permit Coordinators

Administration Assistants and Clerical Support .....\$ 55.00/ hour

Duties shall include:

- Administration support to front counter staff, permit techs, inspectors, plan reviewers, coordinators and help manage documents.
- Assist with reception and records retention, scanning and processing of construction documents.
- Fill in for permanent administration and clerical staff as needed.

ICC Certified Permit Technician I .....\$ 60.00/ hour  
Duties shall include:

- Process plans and permits, receives applications, coordinates and issues permits.
- Administration support to front counter staff, permit techs, inspectors, plan reviewers, coordinators and help manage documents.
- Assist with reception and records retention, scanning and processing of construction documents.
- Fill in for permanent permitting, administration and clerical staff as needed.

ICC Certified Permit Technician II .....\$ 65.00/ hour



Duties shall include:

- Assists the senior staff in all permit applications, routing, assigning, coordinating of proposed and in process projects.
- Calculates fees, coordinates with other County divisions, and works closely with the Permit Coordination and Plans and Permit Supervisor.
- Performs same day and over the counter reviews as need.
- Administration support to front counter staff, permit techs, inspectors, plan reviewers, coordinators and help manage documents.
- Assist with reception and records retention, scanning and processing of construction documents.
- Fill in for permanent permitting, administration and clerical staff as needed.

#### ADDITIONAL COSTS

Mileage (Current IRS Rate)

Reimbursement Expenses (Actual Cost without Mark Up)

## EXHIBIT C

### INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 11 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

#### **ATTACHED**

1. Insurance Coverage Form

This INSURANCE COVERAGE FORM modifies or documents insurance provided under the following:

Named Insured: Plumas County

Effective Work Date (3/01/16)

Description of Work/Locations/Vehicles: N/A

**ADDITIONAL INSURED:**

**Plumas County**  
**520 Main St. Room 309 Quincy, CA 95971**  
**Attention:**

Contract Administrator

<b>Endorsement and Certificates of Insurance Required</b> The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)	<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/> <b>General Liability:</b> (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> <b>Auto Liability:</b> the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/> <b>Other:</b>		
<b>Certificates of Insurance Required (no endorsement needed) (Check all that apply)</b>	<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/> <b>Workers Compensation:</b>		
<input type="checkbox"/> <b>Professional Liability:</b>		

**PRIMARY/NON-CONTRIBUTORY:** This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

**SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

**PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

**CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail has been given to the Additional Insured. Such notice shall be addressed as shown above.

**WAIVER OF SUBROGATION:** The insurer(s) named above agree to waive all rights of subrogation against the COUNTY/District, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the COUNTY/District.  
Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

**SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

\_\_\_\_\_  
ORGANIZATION:

\_\_\_\_\_  
TITLE:

ADDRESS: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_ DATE ISSUED: \_\_\_\_\_

# Plumas County MUSEUM

2A

500 JACKSON STREET • QUINCY, CALIFORNIA 95971 • (530) 283-6320

DATE: March 2, 2016  
TO: Honorable Board of Supervisors  
FROM: Scott J. Lawson, Museum Director  
SUBJECT: Camera Security System for Museum

SJL

**Recommendation:**

It is recommended that the Board grant the Museum Director's request to purchase and have installed a camera security system at the Plumas County Museum.

**Background and Discussion:**

In September 2015, the Museum was allocated \$3000 from the Stranded Supplemental Tax Fund for the reprinting of the Quincy Heritage Walk brochures. Since that time, it has been found that the original digital file belonging to the designer no longer exists and that the cost of redesigning and updating the brochure would be very expensive.

Originally, the Museum had three employees to oversee the facility. During the past few years the staffing has been reduced to one employee. It is virtually impossible for the one employee to be able to keep an eye on all parts of the Museum at the same time. Additionally, there have been sporadic incidents of theft of objects, mainly from the Exhibit Yard section of the facility and from the Archival Research Library.

The proposed camera system will provide a tool for the employee to monitor the Museum, as well as a record of any events that may need review.

Although not required, two bids were solicited, both from local companies. McNeill Security of Lake Almanor bid \$2,785; Martin Security of Susanville bid \$2,998.

This system would be purchased outright and carries no service contract. It is warranted for one year from installation.

B106

Department: Museum Dept. No: 20780 Date 2/25/2016

The reason for this request is (check one):

### Approval Required

- |    |                                     |   |         |
|----|-------------------------------------|---|---------|
| A. | <input type="checkbox"/>            | Transfer to/from Contingencies OR between Departments | Board   |
| B. | <input type="checkbox"/>            | Supplemental Budgets (including budget reductions)    | Board   |
| C. | <input type="checkbox"/>            | Transfers to/from or new Fixed Asset, within a 51XXX  | Board   |
| D. | <input checked="" type="checkbox"/> | Transfer within Department, except fixed assets       | Auditor |
| E. | <input type="checkbox"/>            | Establish any new account except fixed assets         | Auditor |

☒ **TRANSFER FROM OR**

## ☐ SUPPLEMENTAL REVENUE ACCOUNTS

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20780	521832	Pamphlets	3,000.00
Total (must equal transfer to total)				3,000.00

☒ **TRANSFER TO OR**

## ☐ SUPPLEMENTAL EXPENDITURE ACCOUNTS

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20780	521903	Security System	3,000.00
Total (must equal transfer to total)				3,000.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

RECEIVED

MAR 02 2016

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

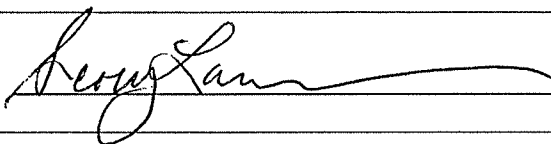
A) To install a camera system to keep the one employee at the Museum informed on activities occurring in various areas within the facility and to provide additional security for volunteers, visitors and the collections.

B) The original project the funds were allocated for is no longer feasible for several reasons. This request would be a more lasting and useful application of those funds.

C) Funds are allocated within this (FY2015-16) budget.

D) N/A

Approved by Department Signing Authority:



☐ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_

3/3/16

Initials



### **INSTRUCTIONS:**

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

RECEIVED

MAR 02 2016

Auditors / Risk





ELLIOTT SMART  
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

(530) 283-6350  
Fax: (530) 283-6368

DATE: MARCH 18, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPT. OF SOCIAL SERVICES

A handwritten signature in black ink, appearing to be "ES", written over the name "ELLIOTT SMART" in the "FROM" field.

SUBJ: BOARD AGENDA ITEM FOR APRIL 5, 2016

RE: FIRST AMENDMENT TO A CONTRACT WITH RICHARD ENGLAND  
FOR SERVICES CONNECTED WITH THE INDIAN CHILD WELFARE  
ACT

**It is Recommended that the Board of Supervisors**

Authorize the Department of Social Services to execute the First Amendment to an existing contract with Richard England, Sr. specifying that the maximum compensation available during the term of the agreement is \$10,000.

**Background and Discussion**

Under California law, when a child or the parent of a child in the Child Welfare system is determined to have Native American ancestry, the Juvenile Court must make determinations about whether removing the child from his/her parent(s) could result in emotional damage as a consequence of being separated from the child's cultural heritage. The Court must also determine whether services could be available to prevent the break-up of a Native American and whether such services are culturally appropriate.

In order to accomplish this, most small and medium counties will contract with a qualified expert who can prepare a report for the Court covering these matters. In Plumas County, the Department has contracted with Richard England, Sr.

When this agreement was originally executed the Department's expectation, based on past experience, was that there would be very infrequent use of Mr. England's services. Consequently, an agreement was executed at the Department level for a maximum compensation rate of \$2,999.

The Child Welfare Services system has served more children and families with Native ancestry than we had anticipated. As a result our estimated of total compensation of less than \$3,000 for the current term is not going to hold. That is what brings the Department before your Board today.

Based upon known and anticipated use of Mr. England's services, the Department expects that compensation will exceed \$2,999 but be less than \$10,000. With that in mind, the Department requests authorization to raise the compensation limit to an amount not to exceed \$10,000.

**Financial Impact**

There is no financial impact to the County General Fund as a result of this increase. Funds to pay for this agreement are drawn from 2011 Public Safety Realignment funds and Federal funds. We do not anticipate that the Department's budget will need an adjustment to accommodate this increase.

**Other Agency Involvement**

County Counsel has reviewed the proposed First Amendment and approved it as to form.

Copies: DSS Management Staff (memo only)

Enclosure



**FIRST AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND RICHARD ENGLAND SR.**

This First Amendment to Agreement ("Amendment") is made on March 1, 2016, between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services, ("COUNTY") and Richard England Sr., an individual ("CONTRACTOR"), who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. COUNTY and CONTRACTOR have entered into a written Services Agreement dated January 1, 2016, (the "Agreement"), in which CONTRACTOR agreed to provide ICWA Expert Witness evaluation/report to COUNTY.
  - b. Because the COUNTY requires a greater amount of services from CONTRACTOR than originally anticipated, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. Section 2 is amended in its entirety to read as follows:
    2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Ten Thousand Dollars (\$10,000.00).

[Continued on following page]

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated January 1, 2016, shall remain unchanged and in full force and effect.

**CONTRACTOR:**

Richard England Sr, an individual

By: \_\_\_\_\_  
Name: Richard England Sr.  
Title: Owner

**COUNTY:**

County of Plumas, a political subdivision of the State of California

By: \_\_\_\_\_  
Name: Elliott Smart  
Title: Director

Approved as to form:

Plumas County Counsel

By: Stephen L. Mansell 3/16/16  
Stephen L. Mansell  
Deputy County Counsel

**EXHIBIT B**

**Fee Schedule**

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Expert Witness/Consultation Services fee:	\$85.00 per hour *
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\* Typically takes 10 to 14 hours to review the case file, contact case participants and create the report.

Total compensation shall be no more than:	\$10,000.00
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ELLIOTT SMART  
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

(530) 283-6350  
Fax: (530) 283-6368

DATE: MARCH 18, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR APRIL 5, 2016

RE: AUTHORIZATION TO FILL A VACANT AND FUNDED SOCIAL WORKER I/II/III POSITION IN THE DEPARTMENT'S ADULT SERVICES PROGRAMS

**It is Recommended that the Board of Supervisors**

Authorize the Department of Social Services to fill a vacant and funded Social Worker I/II/III position in the Department of Social Services as soon as administratively possible.

**Background and Discussion**

The Department of Social Services has experienced a recent vacancy in the class of Social Worker I/II/III. This position became vacant on March 31, 2016, when the incumbent notified the Department that she had accepted a Case Manager position in the Behavioral Health Department. As explained more completely in the accompanying documents, this position is part of our adult protective services system and is therefore, critical for assuring the safety of vulnerable adults who are trying to live independently.

A Table of Organization showing the vacancy is also attached. Although it is not shown on this Table, the Department has experienced eleven vacancies in social worker positions in only 60 months, or in a period of five years. The average stay for a social worker who resigned during this time period has been just under fourteen (14) months.

**Financial Impact**

This position is funded in this year's County budget. There is no impact to the County General fund as the position is funded by State, Federal and Realignment dollars.

Copy: DSS Management Staff

Enclosures

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

### Position: Social Worker – Adult Protective Services

- Is there a legitimate business, statutory or financial justification to fill the position?

**Answer: Yes. Child Protective Services is a state mandated program.**

- Why is it critical that this position be filled prior to the adoption of the County's budget?

**Answer: The position is assigned duties that include public protection, specifically providing services to abused and neglected adults and to those eligible for In Home Supportive Services.**

- How long has the position been vacant?

**Answer: This position became vacant on April 1, 2016 due to the prior incumbent accepting a promotion with the Behavioral Health Department.**

- Can the department use other wages until the budget is adopted?

**Answer: No.**

- What are staffing levels at other counties for similar departments and/or positions?

**Answer: Staffing levels for this program are a function of the allocation of state general fund dollars for the position. Currently, the state provides funding for six social workers in Plumas County for this program.**

- What core function will be impacted without filling the position prior to July 1?

**Answer: Elderly and disabled persons may not be protected from abuse leading to potential tragic circumstances. Consumers may not receive IHSS timely.**

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

**Answer: This position is funded by Federal and Realignment dollars. The Realignment dollars allocated to this program may not be used for other programs.**

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

**Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

**Answer: No.**

- Does the budget reduction plan anticipate the elimination of any of the requested positions?

**Answer: No.**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

**Answer: The Department does not presently utilize General Fund dollars. Filling this position does not change that.**

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

**Answer: Yes. The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.**

**Position Classification:** Social Worker I/II

**FTE:** 1.00

**Budgeted Position:** Yes

**Mandated Program:** Yes

Adult Protective Services and In-Home Supportive Services are state mandated, county administered programs under the California Welfare and Institutions Code.

**Position Description:**

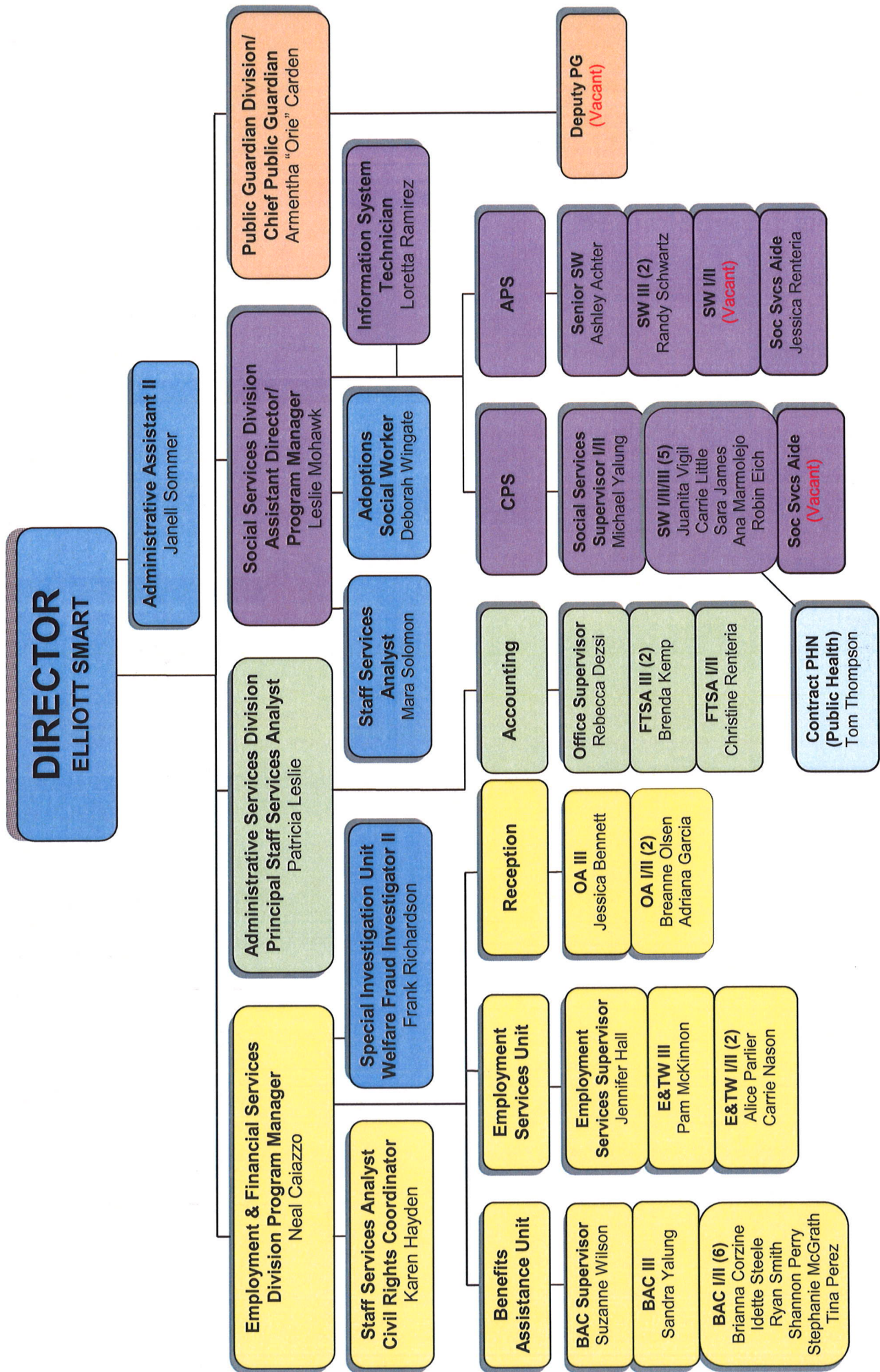
This position is responsible for several facets of our Adult Social Services system. The position is assigned responsibility for the investigation of allegations of abuse or neglect of elderly or disabled Plumas county citizens. A significant element of this responsibility is bringing to bear community-based, law enforcement and health care resources to mitigate the immediate threats to an elderly or disabled citizen's well being.

In addition, this position is assigned to perform state-mandated eligibility determinations and social assessments for the In-Home Supportive Services program.

**Funding Sources:** The funding to support this position comes from federal pass through dollars, state general fund and county realignment dollars. There is no cost to the County's General Fund associated with this position.



# PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





# Plumas County Department of Information Technology



County Courthouse, 520 Main Street, Room 208  
Quincy, California 95971  
Phone: (530) 283-6263  
Fax: (530) 283-0946

David M. Preston  
Information Systems Manager

DATE: April 5, 2016  
TO: Honorable Board of Supervisors  
FROM: Dave Preston, Information Systems Manager

SUBJECT: **AGENDA ITEM FOR THE MEETING OF APRIL 5, 2016 RE:  
APPROVAL TO FILL 1.0 FTE (SYSTEMS ANALYST II).**

It is recommended that the Board:

1. Approve Item 1 below.

**Item 1:** Authorize the Information Systems Manager to recruit and fill upcoming vacancy of 1.0 FTE Systems Analyst II scheduled for August 2016; and further authorize up to a three month overlap effective May 1st, 2016 to allow for training while the incumbent is still working.

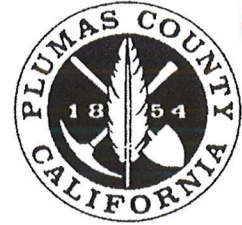
## **Background and Discussion:**

Computer Systems Analyst Tom Locke has announced his intent to retire in August of 2016. Tom has been with the I.T. Department for 30 years and is an integral part of the support of information systems in Plumas County. Prior to 2008 the IT Department had two Systems Analyst positions and this allowed some duplicity in the system level support of Plumas County automation. Because of the importance of this position and the fact that we have no functional backup for this position we are asking to advertise and hire Tom's replacement in time to allow the replacement to work with Tom and "Job Shadow" for up to three months before his retirement. Because of a vacancy last fall the IT Department budget has enough funding to pay for the 2016 allocation of the requested overlap.




**Clint Armitage**  
Acting Chief Probation Officer

**County of Plumas**  
Department of Probation  
270 County Hospital Rd. #128,  
Quincy, California, 95971



Phone: 530-283-6200  
FAX: 530-283-6165

20

DATE: March 15, 2016  
TO: Honorable Board of Supervisors  
FROM: Clint Armitage, Acting Chief Probation Officer   
SUBJECT: Request for Approval to Refill Fully Funded Vacant 1.0 FTE Administrative Assistant I/II position

---

**Recommendation**

Approve the filling of the recently vacant, allocated position of 1.0 FTE Administrative Assistant I/II within Department 20400, which is already allocated and funded in the 2015-2016 budget.

**Background and Discussion**

The Board approved the allocated and funded position of 1.0 FTE Administrative Assistant I/II within Department 20400, which is already funded in the 2015-2016 budget. On March 1, 2016, that position was vacated. The position covers a wide range of required duties within the office where needed. The accounting assistance is much needed by the Probation Department Fiscal Officer and Chief Probation Officer because of the wide range of financial duties and Grant requirements.

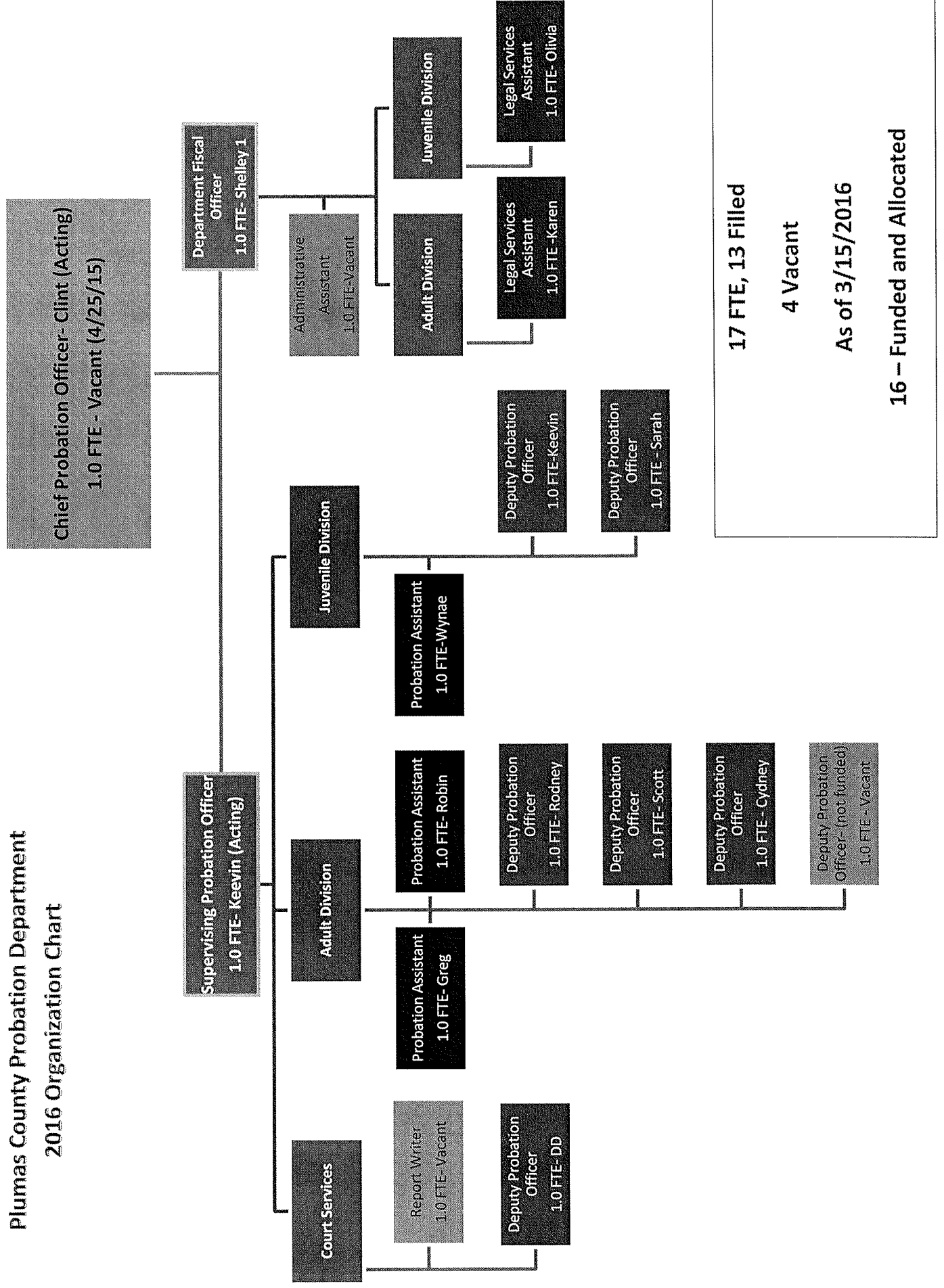
Therefore, we respectfully request approval to refill the Administrative Assistant I/II position.

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? Yes, the Administrative Assistant position is a legitimate business need.
- Why is it critical that this position be filled at this time? The main function of this position is covering a wide range of required office duties, such as assisting the Chief Probation Officer and Department Fiscal Officer in financial matters and grant requirements.
- How long has the position been vacant? The former Administrative Assistant vacated the position on March 1, 2016. Since that time, an annuitant has been working part-time to handle urgent matters.
- Can the department use other wages until the next budget cycle? Other wages are currently being used; however, a permanent employee in this position is crucial to the department's ability to provide consistent assistance to Probation Officers, The Chief Probation Officer and Department Fiscal Officer.
- What are staffing levels at other counties for similar departments and/or positions? Probation departments of similar size use a comparable number of Legal Services Assistants, Administrative Assistants, Paralegals, and Legal Secretaries.
- What core function will be impacted without filling the position prior to July 1? Timely flow and completion of claims and related accounting documents and time sensitive grant requirements such as STC requirements would be negatively impacted without the Administrative Assistant's assistance.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? There is potential for the Probation Department to suffer the loss of revenue from Title IVE funds without the Administrative Assistant who helps with billing responsibilities to other State funded departments.
- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? Probation is a general fund department.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? Probation does not expect unbudgeted audit exceptions that will affect the general fund.

- Does the budget reduction plan anticipate the elimination of any of the requested positions? Probation is not requesting elimination of any positions.
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? The Administrative Assistant is a general funded position.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? Not applicable for this position. Reserves in SB678, YOBG and JJCPA do not allow expenditures for wages to fund this position.

# Plumas County Probation Department 2016 Organization Chart





2E1

## **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



**DATE:** March 18, 2016

**TO:** The Honorable Board of Supervisors

**FROM:** Nancy Selvage, Acting Human Resources Director

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF APRIL 5<sup>TH</sup>, 2016.  
RE: APPROVE RESOLUTION TO MODIFY THE JOB DESCRIPTION OF ASSISTANT DIRECTOR OF PUBLIC WORKS.

---

### **IT IS RECOMMENDED THAT THE BOARD:**

Approve resolution modifying existing job description of Assistant Director of Public Works.

### **BACKGROUND AND DISCUSSIONS:**

The Public Works Director R. Perreault requested the Human Resources Director to assist in modifying the existing position of Assistant Director of Public Works classification.

This job description was last revised in November of 1995. Changes were made to the "Training & Experience" required for this position. In addition to existing qualifications for this position, applicants will need two years of experience in management or supervisory experience instead of the previous one year to qualify for this position.

The Assistant Director of Public Works is in the Fiscal Year 2015-2016 Budget Allocation for Public Works. This is a 1.0 FTE position and the salary range has been adjusted to reflect current Operating Engineer Local #3 Memorandum of Understanding's Mid Management range classification of 2925.

The Acting Human Resources Director has met and conferred with Operating Engineers Union Representative regarding revisions to this classification and salary range. The Union has no objections to the modifications to the job description of Assistant Director of Public Works.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION TO AMEND THE COUNTY JOB DESCRIPTION FOR  
ASSISTANT DIRECTOR OF PUBLIC WORKS**

**WHEREAS**, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

**WHEREAS**, during the fiscal year needs may arise to amend the Classification Plan; and

**WHEREAS**, the Public Works Director R. Perreault requested the Human Resources Director to assist in revising changes to the Assistant Director of Public Works classification at the salary range of 2925; and

**WHEREAS**, This position will the day-to-day responsibilities for the coordination and supervision of County Engineering Functions and assist the Director of Public Works in various oversight of public roads and works facilities to serve to serve as or oversee Executive Director of the Plumas County Transportation Commission, and to coordinate with the Engineering Department Mission; and

**WHEREAS**, the Acting Human Resources Director met and conferred with Operating Engineers regarding the new classification and salary range. The Union has no objection to the modifications to the job description of Assistant Director of Public Works.

**NOW, THEREFORE BE IT RESOLVED** by the Plumas County Board of Supervisors as follows:

The job description for Assistant Director of Public Works attached hereto is approved, and the County's classification plan is hereby amended at the salary range of 2925 for this 1.0 FTE Allocated position.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 5th day of April, 2016 by the following vote:

AYES:	Supervisors
NOES:	Supervisors
ABSENT:	Supervisors

\_\_\_\_\_  
Chairperson, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

## **ASSISTANT DIRECTOR OF PUBLIC WORKS**

### **DEFINITION**

Under general direction, to have day-to-day responsibility for the coordination and supervision of County Engineering functions; to assist the Director of Public Works with planning, organizing, directing, and managing the County's Public Works Agency; to plan, design, and oversee the construction of roads and public works facilities; to serve as (or oversee and coordinate with the designated) Executive Director of the Plumas County Transportation Commission; to coordinate with the Engineering Department mission; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a single position class for the position which assists the Director of Public Works in the general management and supervision of the Department. Responsibilities recognize the multiple divisions that are the management responsibility of the Department. As needed, the Assistant Director will serve as the Acting Director of Public Works.

### **REPORTS TO**

Director of Public Works.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

Associate Engineer

Associate Engineer/Transportation Planner

Assistant Engineer

Senior Environmental Planner

Solid Waste Manager

Engineering Technician II

Recording Secretary



**EXAMPLES OF DUTIES**

- Assists with planning, organizing, and directing the functions, programs, and operations of the County's Public Works Department, including the implementation and on-going application of project management software.
- Assists with the development and administration of the Department budget.
- Provides supervision, training, and work coordination for assigned staff.
- Prepares mandated responses to Federal and State regulations, as assigned.
- Participates in the selection of consultants for Public Works projects, as assigned by the Director of Public Works.
- Establishes priorities and work assignments for specific projects.
- Has day-to-day responsibility for assigned functions.
- Administers construction projects for Public Works, as assigned.
- Prepares and maintains Public Works standards for new County (or grant) funded development and construction; reviews plans, specifications, and estimates for County (or grant) funded Public Works capital projects.
- Has responsibility for ensuring the Federal and State funds are properly allocated to appropriate resources.
- Serves as (or oversees and coordinates with the designated) Executive Director for the Plumas County Transportation Commission.
- Develops recommendations for transportation planning.
- Implements (or oversees the implementation of) the Regional Transportation Plans.
- Coordinates funding with transportation grant recipients.
- Develops Department recommendations for new State Highway project construction and funding.
- Inspects Public Works projects.
- Reviews property appraisals and develops information for right-of-way acquisition.
- Prepares a variety of engineering studies, cost estimates, and engineering reports.
- Works with and provides engineering expertise for a variety of County boards and commissions.
- Maintains current knowledge of legislation, practices, and case decisions regarding Public Works operations and development.
- Maintains contact and current knowledge of issues of mutual interest with other Counties and agencies practices through the attendance and coordination with public works and engineering associations and events.
- Maintains contact with the press and community organizations.
- Performs special assignments for the Director of Public Works.
- Interprets policies and regulations for the public.
- General knowledge of local agency accounting principles, as well as specialized “road department” accounting programs.
- Represents the Public Works Department with regional and local boards and commissions and other government agencies, as delegated by the Director of Public Works.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; occasional field activity; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; general knowledge of agency accounting principles; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

- Work is usually performed in an office environment; occasionally works outside; routinely requires out of County travel to network with other agencies on issues important to the Department; continuous contact with staff, County officials, other agency officials and the public.
- DESIRABLE QUALIFICATIONS
- Knowledge of:
  - Principles, practices, and methods of Civil Engineering as applied to the design, construction, and maintenance of roads and Public Works facilities.
  - Pertinent State, Federal, and local laws, regulations, and ordinances related to the functions and operations of the Public Works Department and Special Districts.
  - Proper inspection methods and procedures.
  - Principles of transportation planning and regional coordination.
  - Grant development and administration.
  - Research and statistical methods.
  - Budget preparation and expenditure control.
  - Principles of project planning, coordination, and direction.
  - Principles of local development project planning, coordination, and direction.
  - Principles of government administration, personnel management, and employee supervision and training.
- Ability to:
  - Assist with planning, organizing, supervising, and administering the functions of the County Public Works Department.
  - Provide management, training, and supervision for Department staff.
  - Perform a wide scope of complex professional engineering work.
  - Oversee and perform the gathering and maintenance of information for a variety of Public Works Department functions and projects.
  - Serve as (or oversee the general performance of the Department-designated) Executive Director of the Transportation Commission.
  - Assist with the development and administration of the Department's various annual budgets and project budgets.
  - Operate a computer, appropriate digital devices, including software, in the performance of public works engineering responsibilities.
  - Prepare, or direct the preparation of, clear, concise reports.
  - Effectively represent the Public Works Department with the public, community organizations, boards, commissions, and other government agencies or associations.
  - Establish and maintain cooperative working relationships.

## ASSISTANT DIRECTOR OF PUBLIC WORKS - 4

### Training and Experience:

Required qualifications for this position are:

Five (5) years of increasingly responsible professional engineering experience in planning, development (design), construction and maintenance of Public Works facilities, including at least two (2) years in a management or supervisory position. Advanced educational training in civil engineering is desirable.

### Special Requirements:

Possession of an appropriate California Driver's License issued by the California Department of Motor Vehicles.

Possession of current and valid registration as a Professional Engineer (Civil) from the State of California or, ability to acquire same within one (1) year of date of appointment.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

ded-4

## **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



DATE: March 16, 2016

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Acting Director of Human Resources

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF  
APRIL 5, 2016.  
RE: APPROVE RESOLUTION RATIFYING THE MEMORANDUM  
OF UNDERSTANDING BETWEEN THE COUNTY OF PLUMAS AND  
THE BARGAINING UNIT OF CRAFTS & TRADES REPRESENTED  
BY OPERATING ENGINEERS LOCAL #3.

---

### **IT IS RECOMMENDED THAT THE BOARD:**

Approve resolutions to ratify the Memorandum of Understanding for the Bargaining Unit of Crafts & Trades bargaining unit, represented by Operating Engineers Local #3 for the period of July 1, 2013 through June 30, 2018.

Included in this resolution is the adoption of the new Appendix A, Crafts & Trades Unit Job Classifications list. It was agreed by the Union members to move the Building & Grounds Maintenance Worker I/II/III and Building & Grounds Maintenance Technician positions into the OE3 General Unit.

### **BACKGROUND AND DISCUSSION:**

The County negotiation team has met in good faith with the bargaining team of Operating Engineers to reach a tentative agreement. The tentative agreement for the Crafts & Trades Unit contains the following:

1. Term of this agreement is for a five year period, July 1, 2013 through June 30, 2018.

## 2. 2.01 SALARY

The County shall determine the value of 1.0% of base wages for employees represented by the Union during November, 2015. The County shall divide the 1.0% value amount by the number of represented employees to determine each employee's lump sum payment. The County will make the one-time, lump sum payment to each employee during the first full pay period following adoption of this Agreement.

The County shall increase base wages by 3.575% for each represented classification effective the first full pay period following adoption of this Agreement.

The County shall increase base wages by 2.0% for each represented classification effective the pay period that includes July 1, 2016.

The County shall increase base wages by 2.0% for each represented classification effective the pay period that includes July 1, 2017.

During the term of the MOU, the County will determine if it can increase wages for classifications which are not paid from the County's general fund. The County will increase non-general fund classifications to whatever extent, if any, that it determines following this review process. The County does not need to negotiate any additional increases made under this paragraph with the Union.

## 3. 4.01 HEALTH INSURANCE Active Employee Health Plan

- (a) Each month, the County shall contribute up to the following amount to fund the combined premiums for employee medical, dental, life and vision insurance for each benefit level:

Employee Only: \$624.60  
Employee Plus One: \$1,248.30  
Full Family: \$1,486.00

Each employee may select Plan A, Plan B, Plan C or Plan D from the Operating Engineers Health and Welfare Plan so long as the selected plan complies with the Affordable Care Act.

- (b) Employees who can show proof of other Affordable Health Care Act compliant health insurance and request opting out of the Operating Engineers health plan shall receive \$100.00 (one hundred dollars) per pay period for 24 (twenty four) pay periods per year, for a maximum benefit of \$2,400.00 (twenty-four hundred

(c) dollars) per year. Employees are required to submit proof of Affordable Health Care Act compliant health insurance on an annual basis and are required to notify the County within 14 (fourteen) days of their outside health insurance being discontinued.

#### 4. 4.02 RETIREMENT

Retirement benefits are provided through the County's 2.0% at 55 benefit plan contract with the California Public Employees Retirement System (PERS) for classic miscellaneous members and 2.0% at 50 for classic safety members. New miscellaneous members receive the PERS 2.0% at age 62 benefit plan and new safety members receive the PERS 2.7% at age 57 benefit plan, both of which are administered under the Public Employees' Pension Reform Act (PEPRA) of 2013.

Classic miscellaneous members shall pay the 7.0% employee pension contribution. Classic safety members shall pay the 9.0% employee pension contribution. New members shall pay 50% of the normal cost as their pension contribution as required by PEPRA. Employees pay these amounts on a pre-tax basis to the extent allowed by law.

All other language in these agreements remains the same as represented by Operating Engineers. Copy of the General Crafts & Trades Unit Memorandum of Understandings are on file with the Clerk of the Board. The new MOU includes Appendix A, list of Crafts & Trades Unit Job Classifications.

## Appendix A

### Crafts & Trades Unit Job Classifications

Classifications
• Equipment Service Worker
• Lead Power Equipment Mechanic
• Mechanic / Shop Technician
• Power Equipment Mechanic I
• Power Equipment Mechanic II
• Public Works Maintenance Lead Worker
• Public Works Maintenance Supervisor
• Public Works Maintenance Worker I
• Public Works Maintenance Worker II
• Public Works Maintenance Worker III
• Welder

**RESOLUTION NO. 2016- \_\_\_\_\_**

**RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF PLUMAS AND THE BARGAINING UNIT OF  
CRAFTS & TRADES REPRESENTED BY OPERATING  
ENGINEERS LOCAL #3**

**WHEREAS**, the negotiation team for the Board of Supervisors and the negotiation team for the Crafts & Trades Unit represented by Operating Engineers Local #3 have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understanding covering wages, hours and other terms and conditions of employment, for the Crafts & Trades Unit employees. The period covered under this tentative agreement is July 1, 2013 through June 30, 2018.

**WHEREAS**, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memorandum of Understanding for the Crafts & Trades Unit.

**NOW THEREFORE, BE IT RESOLVED** by the Plumas County Board of Supervisors as follows:

1. Board of Supervisors ratifies and accepts the Memorandum of Understanding for the Crafts & Trades Unit as set forth in the copy of the Memorandum of Understanding attached to this Resolution as Exhibit A.
2. The County Auditor/Controller and Human Resources Director are hereby directed to implement the provisions of this Memorandum of Understanding and the Board Chair is authorized to execute the Memorandum of Understanding and any other documents related hereto in order to carry out this ratification.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 18th day of April 5, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Clerk of the Board



## **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



**DATE:** March 16, 2016

**TO:** The Honorable Board of Supervisors

**FROM:** Nancy Selvage, Acting Director of Human Resources

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF  
APRIL 5, 2016.

**RE: APPROVE RESOLUTION MODIFYING EMPLOYER PAID  
MEMBER CONTRIBUTION FOR EMPLOYEES COVERED UNDER  
THE MEMEORANDUM OF UNDERSTANDING BETWEEN THE  
COUNTY OF PLUMAS AND CRAFTS & TRADES REPRESENTED  
BY OPERATING ENGINEERS LOCAL #3.**

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### **IT IS RECOMMENDED THAT THE BOARD:**

Approve resolution modifying the Employer Paid Member Contribution (EPMC) on file with CalPERS to comply with provisions of the Memorandum of Understanding for the Bargaining Unit of Crafts & Trades represented by Operating Engineers Local #3 for the period of July 1, 2013 through June 30, 2018.

### **BACKGROUND AND DISCUSSION:**

The attached resolution satisfies the CalPERS requirement for adopting the changes for EPMC contributions outlined in the newly passed MOU for Crafts & Trades.

By signing this resolution responsibility for the 4% EPMC currently paid by the County will be transferred back to employees in accordance with the negotiated provisions contained in the MOU with OE3 Crafts & Trades Unit adopted April 5<sup>th</sup>, 2016.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS

WHEREAS, the governing body of the County of Plumas has the authority to implement Government Code Section 20691;

WHEREAS, the governing body of the County of Plumas has a written labor policy or agreement which specifically provides for a change in the normal member contributions currently paid by the employer;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the County of Plumas of a Resolution to eliminate said employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the County of Plumas has identified the following conditions and changes to our previous EPMC;

- This change shall apply to employees covered under the Memorandum of Understanding between the County of Plumas and the Operating Engineers Local #3 “Crafts & Trades” association.
- This change shall consist of eliminating payment EPMC for this bargaining unit, and members of this bargaining unit paying the entirety of their normal member contributions.
- The effective date of this Resolution shall be the first full pay period following Board adoption and acceptance by CalPERS.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the County of Plumas elects to eliminate payment of EPMC, as set forth above.

IT IS FURTHER RESOLVED that this Resolution shall supersede Resolution No. 11-7739 adopted on December 20, 2011, with respect to the Operating Engineers Local #3 “Crafts & Trades” Association.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 5<sup>th</sup> day of April, 2016, by the following vote:

YES:           SUPERVISORS  
NOES:         SUPERVISORS  
ABSENT:       SUPERVISORS

\_\_\_\_\_  
Sherrie Thrall  
Chairperson, Board of Supervisors

ATTEST:

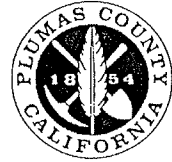
\_\_\_\_\_  
Clerk of Board of Supervisors

## **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



**DATE:** March 16, 2016

**TO:** The Honorable Board of Supervisors

**FROM:** Nancy Selvage, Acting Director of Human Resources

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF  
APRIL 5, 2016.  
RE: EMPLOYEE RETIREMENT CONTRIBUTIONS TO BE MADE  
ON A PRETAX BASIS IN ACCORDANCE WITH PROVISIONS OF  
INTERNAL REVENUE CODE 414 (h)(2) FOR EMPLOYEES  
COVERED UNDER MOU WITH CRAFTS & TRADES UNIT  
REPRESENTED BY OPERATING ENGINEERS LOCAL #3.

---

### **IT IS RECOMMENDED THAT THE BOARD:**

Adopt the attached resolution allowing employees covered under the Memorandum of Understanding for Operating Engineers Local #3 Crafts & Trades to make the required contributions to CalPERS on a pre-tax basis.

### **BACKGROUND AND DISCUSSION:**

The attached resolution satisfies the CalPERS requirement for adopting changes for County employees making contributions on a pre-tax basis. The attached resolution represents the second of two required actions to fully implement the adopted Crafts & Trades MOU with CalPERS. In order for the County to make these changes in the payroll system, CalPERS must also accept the two Board of Supervisors adopted resolutions before changes can be made the CalPERS employee contributions.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO TAX DEFER MEMBER PAID CONTRIBUTIONS – IRS 414(h)(2)  
EMPLOYER PICK-UP

WHEREAS, the governing body of the County of Plumas has the authority to implement the provisions to section 414(h)(2) of the Internal Revenue Code (IRC); and

WHEREAS, the County of Plumas has determined that even though the Implementation of the provisions of section 414(h)(2) IRC is not required by law, the tax benefit offered by section 414(h)(2) IRC should be provided to employees covered under Memorandum of Understanding with Operating Engineers Local #3 Crafts & Trades Unit who are members of the California Public Employee's Retirement System:

NOW, THEREFORE, BE IT RESOLVED:

- I. That the County of Plumas will implement the provisions of section 414(h)(2) IRC by making employee contributions pursuant to California Government Code Section 20691 to the California Public Employees' Retirement System on behalf of all its employees or all its employees in a recognized group or class of employment who are members of the California Public Employees Retirement System. "Employee contributions" shall mean those contributions to the Public Employees Retirement System which are deducted from the salary of employees and are credited to individual employee's accounts pursuant to California Government Code section 20691.
- II. That the contributions made by the County of Plumas to the California Public Employees' Retirement System, although designated as employee contributions, are being paid by the County of Plumas in lieu of contributions by the employees who are members of the California Public Employees' Retirement System.
- III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the County of Plumas to the California Public Employees' Retirement System.
- IV. That the County of Plumas shall pay to the California Public Employees' Retirement System the contributions designated as employee contributions from the same source of funds as used in paying salary.
- V. That the amount of the contributions designated as employee contributions and paid by the County of Plumas to the California Public Employees' Retirement System on behalf of an employee shall be the entire contribution required of the employee by the California Public Employees' Retirement Law (California Government Code Sections 20000, et seq.)

- VI. That the contributions designated as employee contributions made by the County of Plumas to the California Public Employees' Retirement System shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by the California Public Employees' Retirement System.
- VII. The effective date of this Resolution shall be the first full pay period following Board adoption and acceptance by CalPERS.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 5<sup>th</sup> day of April, 2016, by the following vote:

AYES: Supervisor  
NOES: Supervisor  
ABSENT: Supervisor

\_\_\_\_\_  
Sherrie Thrall  
Chairperson, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of Board of Supervisors

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**FOR CALPERS USE ONLY**

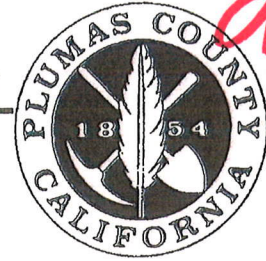
**RESOLUTION TO TAX DEFER MEMBER PAID CONTRIBUTIONS – IRC 414(H)(2)**

**Approved by:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

1834 East Main Street, Quincy CA 95971 – Phone (530) 283-6268 Facsimile (530) 283-6323  
Robert A. Perreault Jr., Director Joe Blackwell, Deputy Director



2F1

### AGENDA REQUEST

for the April 5, 2016 meeting of the Plumas County Board of Supervisors

March 21, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works/Road Commissioner

A handwritten signature in blue ink, reading "Robert A. Perreault".

Subject: Approve the "Covenant to Restrict Use of Property," an Environmental Restriction for 555 Main Street in Quincy (APN 115-011-057) and the Regulatory Easement Area within adjoining West Main Street (County Road No. 411), and, authorize the Plumas County Director of Public Works/Road Commissioner to execute and record the Covenant. Discussion and possible action.

### BACKGROUND:

In 2012, a geotechnical investigation of the Dame Shirley property in Quincy was performed by Treadwell and Roll on behalf of the Judicial Council of California Administrative Office to identify issues associated with the contemplated placement of a new court facility.

During the course of this investigation, petroleum-based contamination was identified, which was later revealed to originate from a 7,200-gallon underground fuel oil tank, located on the Dame Shirley parcel. It has been estimated that this tank was originally installed circa 1925 and was used until the former Quincy Hotel was destroyed in 1966.

In conjunction with the tank removal activities, several soil samples were collected from the tank excavation. As follow-up to the underground tank removal activities, seven (7) soil borings were installed in the vicinity of the former tank to identify the extent of the fuel oil contamination. Two (2) of these borings were installed across the County roadway from Dame Shirley Plaza near a County-owned building, located at 555 West Main Street (reference: Initial Site Assessment, Dame Shirley Plaza, July 2012).

Based on the results of the subsurface investigations, Plumas County requested site closure in May 2013. With one possible exception, the Regional Water Quality Control Board agreed that the extent of the soil and groundwater contamination were adequately characterized and that the residual contamination did not pose a threat to human health.

Agenda Request

Approve the "Covenant to Restrict Use of Property,"  
for APN 115-011-057 and the Regulatory Easement Area

March 21, 2016

Page 2

However, the exception identified was exposure to naphthalene from vapor intrusion into the office building located at 555 West Main Street, i.e., the so-called One-Permit Center Building.

Thereafter, the County retained Vestra Resources, Inc. to conduct a risk evaluation. The risk evaluation, dated March 2014, was conducted by Vestra Resources, Inc. and presented in a letter to the Regional Water Quality Control Board.

This evaluation indicated that residual contaminant levels at the above referenced property are: (1) below published health risk screening levels; (2) shown to attenuate within short distances of the project site source area, so that no known receptors would be adversely affected by the residual contaminants; and (3) do not pose a risk to human health via the vapor intrusion pathway.

The risk evaluation is contingent on the use of the property being restricted as set forth in the attached "Covenant to Restrict Use of Property."

Upon receipt of proof of recording, the Regional Water Quality Control Board will issue a "No Further Action" letter to the County.

Expenses incurred by the Public Works Department in the administration of this project have been and are presently reimbursed to the Department through the Plumas County General Fund. In turn, the County's expenses are reimbursable through an existing open insurance claim, as administered by Plumas County Risk Management.

#### RECOMMENDATION:

Public Works staff respectfully recommends that the Board of Supervisors grant authority to the Plumas County Public Works Director/Road Commissioner to execute the "Covenant To Restrict Use Of Property" Environmental Restriction, for 555 Main Street (APN 115-011-057) and the Regulatory Easement Area within West Main Street, Quincy."

Attachment: Draft "Covenant To Restrict Use Of Property" Environmental Restriction for 555 Main Street (APN 115-011-057) and the Regulatory Easement Area within West Main Street, Quincy"

**RECORDING REQUESTED BY:**

Plumas County  
Department of Public Works  
1834 East Main Street  
Quincy, CA 95971  
Attention: Robert Perreault, Director

**WHEN RECORDED MAIL TO:**

California Regional Water Quality Control Board  
Central Valley Region  
364 Knollcrest Drive, Suite 205  
Redding, California 96002  
Attention: Mr. Grant Stein

**COVENANT TO RESTRICT USE OF PROPERTY**

**ENVIRONMENTAL RESTRICTION**

**COUNTY OF PLUMAS**

APN 115-011-057

Located at 555 West Main Street and Regulatory Easement Area within Main Street, Quincy,  
California

This Covenant and Agreement ("Covenant") is made by and between Plumas County (the "Covenantor"), the current owner of Assessor's Parcel Number (APN) 115-011-057 and Regulatory Easement Area within Main Street situated in the County of Plumas, State of California (the "Property"), and the California Regional Water Quality Control Board, Central Valley Region (the "RWQCB"). A copy of the Grant Deed for the parcel Assessor's Parcel No. 115-011-057 is included in Exhibit "C" and the legal description of Regulatory Easement Area of Main Street is included in Exhibit "D," which are attached hereto and incorporated by this reference. Pursuant to Civil Code section 1471, the RWQCB has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence of hazardous materials, as defined in Health and Safety Code ("H&SC") Section 25260, on the land. The Covenantor and the RWQCB, collectively referred to as the "Parties," hereby agree that the use of the Property be restricted as set forth in this Covenant.

**ARTICLE 1**  
**STATEMENT OF FACTS**

**1.01** This Covenant to Restrict Use of Property, which runs with the land, identifies the location of the Parcel and the Regulatory Easement Area and restricts activities that may adversely impact the integrity or performance of the Parcel.



1.02 The Property, totaling approximately 0.42 acres, is more particularly described and depicted in Exhibit "A," attached hereto and incorporated herein by this reference. The sites are located at 555 West Main Street near the intersection of Main Street (which becomes Bucks Lake Road) and Court Street in Quincy, California, Section 14 of Township 24N, Range 09E, MDB&M. 555 West Main Street is identified as Plumas County Assessor's Parcel No. 115-011-057. The Regulatory Easement Area is defined by the legal description included in Exhibit "D."

1.03 Current site conditions are shown on Exhibit "B." Over the years, the Property was used as a gas station and an auto repair shop from 1939 to 1976. In 1976, the original buildings were demolished and new buildings constructed. Plumas County purchased the office building in 2004. The Property currently is used as an office complex with parking area and roadway (portion of Main Street).

A 7,200-gallon fuel oil tank was removed from the Dame Shirley Plaza in Quincy, California, in 2012. It has been estimated that this tank was originally installed around 1925 and was used until the Quincy Hotel was destroyed in 1966. In conjunction with the tank removal activities, several soil samples were collected from the tank excavation; and, as a follow-up to the tank removal activities, seven borings were installed in the vicinity of the former tank to identify the extent of the fuel oil contamination. Two of these borings were installed across the street from Dame Shirley Plaza near a County building located at 555 West Main Street (Initial Site Assessment, Dame Shirley Plaza, July 2012).

As free product was encountered in one of the borings installed in the vicinity of 555 Main Street, a separate subsurface investigation was completed in May 2013. This investigation included installing an additional seven soil borings (Preliminary Site Investigation, 555 West Main Street, May 2013).

Quincy is located on the alluvial deposits of the American Valley, and 555 West Main Street is underlain by moderately permeable clayey gravels with interbedded sand and gravel to a depth of 15 to 20 feet. Lower permeability gravelly clay with minor sand and gravel lenses is found below this upper layer. This gravelly clay extends to a depth of least 32 feet bgs, the maximum depth of the borings installed during this investigation. However, based on information from the nearby Chevron site, a lower permeable unit extends to a depth of approximately 45 feet bgs and is underlain by several continuous sand and gravel units between 50 and 70 feet bgs.

Shallow groundwater occurs in the moderately permeable discontinuous deposits above the clay unit that extends from approximately 20 to 45 feet bgs. Deeper groundwater occurs in the underlying sand and gravel deposits. Groundwater levels in the shallow aquifer vary seasonally from near surface to approximately 10 feet bgs, and the groundwater flow direction is controlled largely by the water level in nearby wetlands and creek channels. In contrast, groundwater levels in the deeper aquifer are generally lower than the shallow groundwater levels, and the predominant groundwater flow direction is to the northeast, parallel with the axis of the American Valley.

Hydrocarbon contamination was observed near the base of the shallow aquifer above the clay interface in soil borings from the prior Dame Shirley Plaza investigation and 555 West Main Street investigation. The limits of this soils contamination have been characterized and are well defined. Although the fuel oil releases likely occurred more than 40 years ago (prior to 1966 at Dame Shirley Plaza and prior to 1976 at 555 West Main Street), the residual contamination has not migrated appreciably. This movement is consistent with the discontinuous nature of the shallow deposits and seasonal variations in the direction of shallow groundwater flow.

The vertical extent of the hydrocarbon contamination appears to be limited by the low permeability of the underlying clay strata as the highest levels of residual hydrocarbon contamination was observed between 15 and 20 feet bgs, decreasing with depth across the clay interface.

Based on the results of the subsurface investigations, Plumas County requested site closure in May 2013. The RWQCB agreed that the extent of the soil and groundwater contamination was adequately characterized and the residual contamination did not pose a threat to human health, with one possible exception. The exception identified was exposure to naphthalene from vapor intrusion into the office building located at 555 West Main Street.

A risk evaluation presented in a letter to the RWQCB dated March 2014 indicated that residual contaminant levels at the Property are: (1) below published health risk screening levels; (2) shown to attenuate within short distances of the project site source area, so that no known receptors would be adversely affected by the residual contaminants; and (3) do not pose a risk to human health via the vapor intrusion pathway. This evaluation is based on the premise that the Property will be used in the future as a commercial office building. Because of the exposure of contaminated subsurface soils to construction workers involved with Property grading, trenching, or other earth disturbance, this environmental restriction is recorded.

## **ARTICLE 2**

### **DEFINITIONS**

**2.01** “RWQCB” means the California Regional Water Quality Control Board, Central Valley Region, and includes its successor agencies, if any.

**2.02** “Environmental Restrictions” means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

**2.03** “Improvements” include, but are not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities excluding routine maintenance activities.

**2.04** “Lease” means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

**2.05** “Occupant” means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

**2.06** “Owner” means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

**2.07** “Qualified Individual” means Professional Geologist, Professional Civil Engineer, Certified Soil Scientist, Industrial Hygienist, or other individual, approved in writing by the Central Valley Water Board, after a written request for approval has been made.

## **ARTICLE 3**

### **PROVISIONS**

**3.01** Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land

pursuant to Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the RWQCB, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof. Each and all of the Restrictions are enforceable by the RWQCB and by the Owner.

**3.02 Binding upon Owners/Occupants.** This Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471 (b), all successive owners of the Property are expressly bound hereby for the benefit of the RWQCB and Owner.

**3.03 Written Notice of the Presence of Hazardous Substances.** Prior to the sale, lease, or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee written notice of the existence of this Covenant and its Environmental Restrictions. Furnishing a copy of this Covenant to each buyer or lessee would satisfy the notice requirements of this Section 3.03.

**3.04 Incorporation into Deeds and Leases.** This Covenant and its Environmental Restrictions shall be incorporated by reference in each and every deed and Lease for any portion of the Property, which are entered into on or after the date this Covenant is recorded into the Official Records of Plumas County, California.

**3.05 Conveyance of Property.** Not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding leases, mortgages, liens, and other non-possessory encumbrances, and excluding transfers to affiliated parties), the new owner of such interest shall provide to the RWQCB notice of such conveyance. The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Numbers (APNs) noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The RWQCB shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

#### **ARTICLE 4** **RESTRICTIONS**

**4.01 Prohibited Uses.** The Property shall not be used for any of the following purposes:

- (a) A hospital for humans.
- (b) A public or private school for persons under 21 years of age.
- (c) A day care center for children.
- (d) A site for a potable water supply well.
- (e) A residence including mobile home or factory-built housing constructed or installed for human habitation.

**4.02 Change of Property Use from Parking Lot to Building.**

- (a) If the Property use changes to include additional permanent or temporary buildings, then the Property will require further assessment of subsurface soil vapors to determine if a health risk to indoor air by inhalation exists. This assessment can include retesting of subsurface soil

vapors and assessing retest data for health risk, or other means acceptable to the RWQCB, by a Qualified Individual. If no significant health risk to indoor air by inhalation is determined from retest data, the building may be constructed without additional mitigations. If significant health risk to indoor air by inhalation is determined from retest data, mitigation measures such as a vapor barrier, subfloor venting, and/or other system will be implemented as approved by the RWQCB.

**4.03 Soil Management.**

- (a) No activities that will disturb the soil at the Property deeper than 10 feet below grade (e.g., excavation, grading, removal, trenching, filling, earth movement, or mining) shall be allowed on the Property without a Soil Management Plan and Health and Safety Plan completed by a Qualified Individual. This plan should address, at a minimum, prevention of worker and public contact with the soil.
- (b) Any contaminated soil brought to the surface by grading, excavation, trenching, or backfilling shall be managed in accordance with all applicable provisions of state and federal law.
- (c) Owner shall provide the RWQCB written notice of at least fourteen (14) days prior to any building, grading, mining, or excavating in the Property.

**4.03 Access for the RWQCB.** The RWQCB shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the RWQCB in order to protect the public health or safety, or the environment.

**ARTICLE 5  
ENFORCEMENT**

**5.01 Enforcement.** Failure of the Covenantor, Owner, or Occupant to comply with this Covenant shall be grounds for the RWQCB to require modification or removal of any improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant shall be grounds for the RWQCB to pursue administrative, civil, or criminal actions.

**ARTICLE 6  
VARIANCE, TERMINATION, AND TERM**

**6.01 Variance.** Covenantor, or any other aggrieved person, may apply to the RWQCB for a written variance from the provisions of this Covenant as they apply to all or any portion of the Property, pursuant to H&SC Section 25233.

**6.02 Termination or Modification.** Owner, or any other aggrieved person, may apply to the RWQCB for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property. Justification for termination of this Covenant should include demonstration that any remaining residual subsurface contamination will have no significant health risk to all receptors under any potential future land use or activity, pursuant to H&SC Section 25234.

6.03 Term. Unless ended in accordance with paragraph 6.02, by law, or by the RWQCB in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

## ARTICLE 7 MISCELLANEOUS

7.01 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02 RWQCB References. All references to the RWQCB include successor agencies/departments or other successor entity.

7.03 Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Plumas within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04 Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified/return receipt requested:

To: Plumas County  
Department of Public Works  
1834 East Main Street  
Quincy, CA 95971  
Attn: Robert Perreault, Director

Copy to: California Regional Water Quality Control Board,  
Central Valley Region  
364 Knollcrest Drive, Suite 205  
Redding, CA 96002  
Attn: Assistant Executive Officer

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05 Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

RWQCB:

By: Ant Dyk Chet Snyder

Title: Assistant Executive Officer

Date: January 27, 2016

Covenantor: County of Plumas

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF PLUMAS

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me,  
\_\_\_\_\_ personally appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is /are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

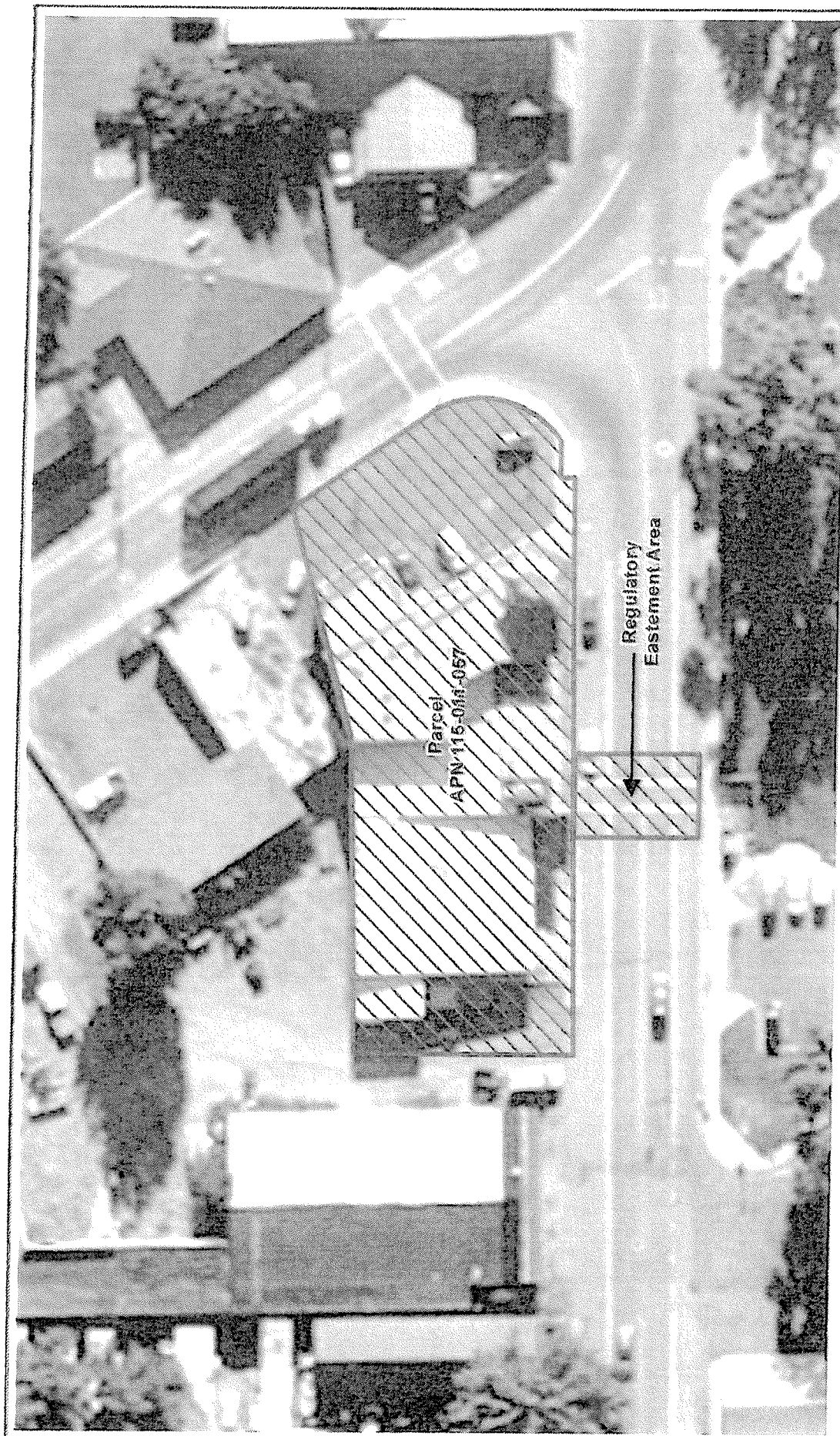
Signature: \_\_\_\_\_

**Exhibit "A"**  
**Parcel Data**





**Exhibit "B"**  
**General Site Layout**

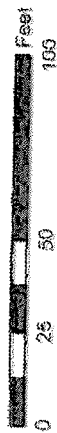


Restricted Area Boundary



SOURCE: MICROSOFT 2012 AERIAL PHOTOGRAPH

EXHIBIT B  
GENERAL SITE LAYOUT  
555 W MAIN STREET  
QUINCY, CALIFORNIA



P:\GIS\71236\71236\_ExhB\_GeneralSiteLayout.mxd

Exhibit "C"

Grant Deed - 115-011-057

RECORDING REQUESTED BY:  
CAL-SIERRA TITLE COMPANY

WHEN RECORDED MAIL TO:

COUNTY OF PLUMAS, A POLITICAL  
P.O. BOX 10313  
QUINCY, CA 95971

BOOK 713 PAGE 222

RECORDED AT REQUEST OF  
CAL-SIERRA TITLE COMPANY  
IN 27 (min) 70 (sec)

4860 AUG - 1 1997

PLUMAS COUNTY, CALIFORNIA

JUDITH WELLS

Fee \$ Recorder

ESCROW NO. 28761

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### CORPORATION GRANT DEED

A.P.N.: 115-053-01

The undersigned ~~grantor(s)~~ declare(s):

City Transfer Tax is \$

County Transfer Tax is \$ 385.00

( ) computed on full value of property conveyed, or

( ) computed on full value less value of liens and encumbrances remaining at time of sale.

( ) Unincorporated area: ( ) City of \_\_\_\_\_, and

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
CAL-SIERRA TITLE COMPANY, A CALIFORNIA CORPORATION

a corporation organized under the laws of the state of CA hereby GRANTS to  
COUNTY OF PLUMAS, A POLITICAL SUBDIVISION OF THE STATE OF  
CALIFORNIA

the following described real property in the unincorporated area

County of PLUMAS, State of CA

SEE ATTACHED EXHIBIT "A"

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be  
executed by its PRESIDENT and CAL-SIERRA TITLE COMPANY  
thereunto duly authorized.

DATE: July 28, 1997

STATE OF CALIFORNIA

COUNTY OF Plumas

On July 28, 1997, before me Alicia Dalton

personally appeared David O. Wendle

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

DAVID O. WENDLE  
PRESIDENT

By



(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

*Dorinda Shirley Plaza*

BOOK 713 PAGE 223

EXHIBIT "A"

LEGAL DESCRIPTION

ESCROW NO.: 28761

LOT 1, BLOCK 5, TOWN OF QUINCY, AS SHOWN ON THE MAP THEREOF  
FILED IN BOOK "A", PAGE 36 OF MAPS, RECORDS OF SAID COUNTY.

**CERTIFICATE OF ACCEPTANCE  
OF INTEREST IN REAL PROPERTY**

This is to certify that the interest in real property conveyed by

**Corporation grant deed dated July 28, 1997, from Cal-Sierra Title Company to the  
County of Plumas, a political subdivision of the State of California**

is hereby accepted by the undersigned officer on behalf of the Plumas County Board of  
Supervisors pursuant to authority conferred by Resolution 89-4400, adopted June 20,  
1989, and the grantee consents to recordation thereof.

Dated: August 1, 1997

By: 

Robert Shulman  
Plumas County Counsel

Recording requested by and when  
Recorded return to:  
PLUMAS COUNTY PLANNING DEPARTMENT  
520 Main Street, Room 121  
Quincy, CA 95971



2003-0012504

Recorded	REC FEE	.00
Official Records	CONFORM	.00
County Of		
Plumas		
KATHLEEN WILLIAMS		
Recorder		
MELINDA ROTHER		
Assistant		
nsanue)		
Page 1 of 4		

**MERGER OF CONTIGUOUS PARCELS UNDER COMMON OWNERSHIP**

**IDENTIFICATION OF OWNERS AS TITLE IS HELD**

County of Plumas, A political subdivision of the State of California

**LEGAL DESCRIPTION OF THE RESULTANT PROPERTY**

See Attached Exhibit "A"

**ASSESSOR'S PARCEL NUMBERS AND STREET ADDRESSES OF THE PROPERTIES BEING MERGED**

555 Main Street 115-011-050  
579 Main Street 115-011-054

I, John S. McMorrow, Planning Director of the County of Plumas, approve this merger pursuant to Section 66499.20-3/4 of the Government Code of the State of California and Section 9-3.1001 of the Plumas County Code.

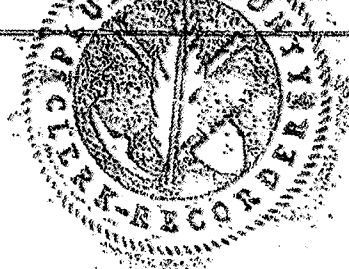
Approved this 15<sup>th</sup> day of October, 2003 John S. McMorrow  
John S. McMorrow, Planning Director

State of California ) ss.  
County of Plumas )

On OCT 15 2003 before me DEBORAH ROUSEN personally appeared John S. McMorrow, Planning Director, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

County Clerk/Deputy Clerk/Asst.



555 Main St.

**EXHIBIT "A"**

The land referred to herein is situated in the State of California, County of PLUMAS, in an unincorporated area, described as follows:

PARCELS A AND B, AS SHOWN ON THE MAP THEREOF FILED OCTOBER 28, 1976 IN BOOK 5 OF PARCEL MAPS, AT PAGE 108, RECORDS OF PLUMAS COUNTY.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF PARCEL C OF SAID MAP, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF PARCEL C AS SHOWN ON THE CERTAIN PARCEL MAP RECORDED IN BOOK 5 OF PARCEL MAPS AT PAGE 108, PLUMAS COUNTY RECORDS; THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID PARCEL, NORTH 33 DEGREES 38' 12" WEST 14 FEET; THENCE SOUTH 56 DEGREES 21' 48" WEST 41.67 FEET, TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID PARCEL; THENCE ALONG SAID BOUNDARY NORTH 74 DEGREES 55' 59" EAST 43.96 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING:

ALL THAT PORTION OF LOTS 3 AND 4 OF BLOCK 2, OF QUINCY TOWNSITE, LOCATED IN SECTION 14, TOWNSHIP 24 NORTH, RANGE 9 EAST, M.D.B. & M BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF PARCEL "A" OF THE MAP RECORDED IN BOOK 5 OF PARCEL MAPS AT PAGE 108 BEARS SOUTH 57.03 FEET; THENCE FROM SAID POINT OF BEGINNING NORTH 19.40 FEET; THENCE EAST 0.57 FEET; THENCE SOUTH 1 DEGREES 41' 00" WEST 19.41 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING:

BEGINNING AT A POINT WHICH BEARS WEST 43.5 FEET FROM THE SOUTHWEST CORNER OF LOT 3 IN BLOCK 2 OF SAID TOWN OF QUINCY AND RUNNING THENCE WEST ON THE NORTH LINE OF MAIN STREET 70 FEET; THENCE NORTH 75 FEET; THENCE EAST 71 FEET, MORE OR LESS, TO THE SOUTHWEST LINE OF SAID LOT 3; THENCE SOUTH 29 DEGREES 15' EAST 16 FEET, MORE OR LESS, TO THE NORTH LINE OF THE PRINTING OFFICE LOT; THENCE SOUTH 57 DEGREES WEST 10 FEET; THENCE SOUTH 55 FEET TO THE PLACE OF BEGINNING.

Continued on next page



EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOTS 3 AND 4 OF BLOCK 2, OF QUINCY TOWNSITE,  
LOCATED IN SECTION 14, TOWNSHIP 24 NORTH, RANGE 9 EAST M.D.B. & M. AND  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF PARCEL "A"  
OF THE MAP IN BOOK 5 OF PARCEL MAPS, AT PAGE 108, BEARS SOUTH 57.03  
FEET; THENCE FROM SAID POINT OF BEGINNING NORTH 19.40 FEET; THENCE  
EAST 0.57 FEET; THENCE SOUTH 1 DEGREE 41' 00" WEST 19.41 FEET TO THE  
POINT OF BEGINNING.



We the undersigned, hereby certify that we are all of the parties having record title interest in the herein described real property and do hereby merge the herein described parcels for purposes of sale, lease, and finance under the Subdivision Map Act pursuant to Section 66499.20-3/4 of the Government Code of the State of California and Section 9-3.1001 of the Plumas County Code.

Print: Robert W. Conen

Print: Robert W. Conen

Sign: \_\_\_\_\_

Sign: Robert W. Conen

Date: \_\_\_\_\_

Date: 10/14/03

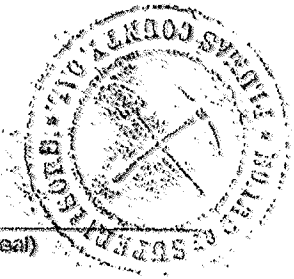
State of California ) ss.  
County of Plumas )

On 10/14/03 before me Nancy L. DeFord

personally appeared Robert Conen personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Nancy L. DeFord, Clerk  
(Notary Signature)



(Notary Seal)

**Exhibit "D"**

**Legal Description – Regulatory Easement Area Main Street**

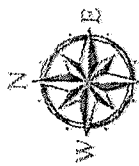
Legal Description of Regulatory Easement Area Within Main Street

Adjacent to 555 Main Street in Quincy, CA

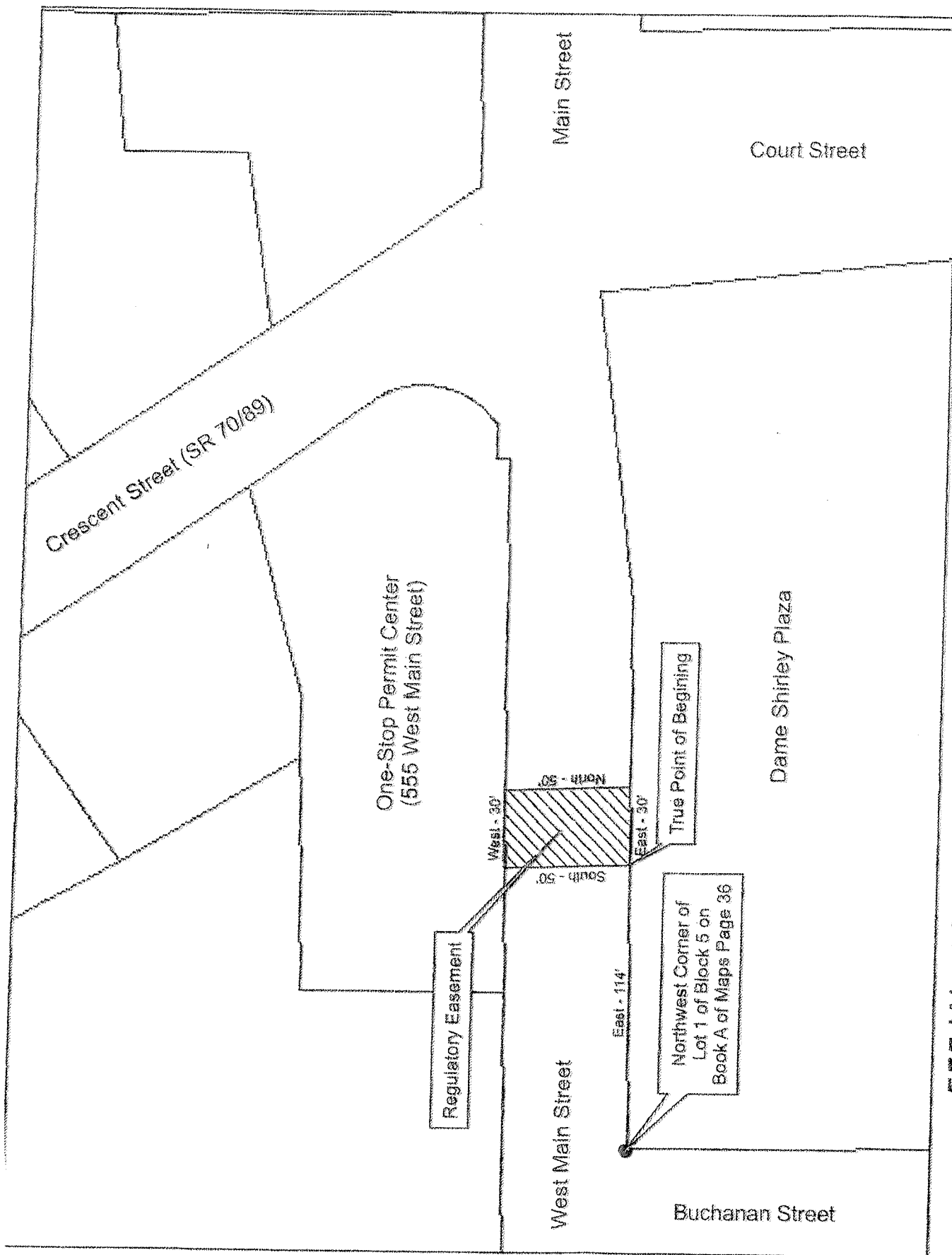
Beginning at the northwest corner of that certain parcel of land shown as Lot 1 of Block 5 of the Official Plat of the Town of Quincy, recorded in Book A of Maps at Page 36 in the Plumas County Recorder's Office, thence East along the southerly right-of-way line of Main Street, 114 feet, more or less to the True Point of Beginning; thence continuing East along said southerly right-of-way line 30 feet; thence North, 50 feet, more or less, to the northerly right-of-way line of Main Street; thence West along said northerly right-of-way line 30 feet; thence South, 50 feet, more or less, to the True Point of Beginning.

As determined by sampling, the potential depth of contaminated material within this regulatory easement extends to 15 feet below the surface of the paved surface of Main Street as said street existed on February 4, 2015. This easement contains 1500 square feet (0.034 Ac.) of surface area and a maximum of 22,500 cubic feet (833 cubic yards) of volume.





1 inch = 50 feet



# 555 West Main St, Quincy CA and Adjacent Right-of-Way

Prepared By:  
Plumas County  
Public Works  
April 6, 2015

BOARD AGENDA REQUEST FORM

2F2

Department: Public Works

Authorized Signature: \_\_\_\_\_

Board Meeting Date: April 5, 2016

Consent Agenda: ☐ Yes ☒ No

Request for \_\_\_\_\_ minutes for presentation

(If a specific time is needed, please contact the Clerk of the Board directly.)

**Description of Item for the Agenda (This is the wording that should appear on the agenda):**

A. Authorization for Public Works to fill a vacancy of one (1) FTE PW Maintenance Worker I/II position in the La Porte District

B. \_\_\_\_\_

C. \_\_\_\_\_

**Review by Necessary Departments:**

I have had this item reviewed and approved by the following departments:

If another department or the CAO is opposed to an agenda item, please indicate the objection:

**Attached Documents:**

Contracts/Agreements:

Three copies? (Y ☐ /N ☐)

Signed? (Y ☐ /N ☐)

Budget Transfers Sheets:

Signed? (Y ☐ /N ☐)

Other: \_\_\_\_\_

**Publication:**

☐ Clerk to publish on \_\_\_\_\_ ☐ Notice attached and e-mailed to Clerk.

☐ Notice to be published \_\_\_\_\_ days prior to the hearing. \_\_\_\_\_

☐ Dept. published on \_\_\_\_\_ (Per Code § \_\_\_\_\_). ☐ Copy of Affidavit Attached. (if a specific newspaper is required, enter name here.)

**County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:**

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

Yes: ☐ No: ☐ Not Applicable: ☐

If Not Applicable, please state reason why:

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.

# **PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS**

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 – Facsimile (530) 283-6323  
Robert A. Perreault, Jr., P.E., Director Joe Blackwell, Deputy Director



## **AGENDA REQUEST**

For the April 5, 2016 meeting of the Plumas County Board of Supervisors

March 23, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Authorization for the Department of Public Works to fill the vacancy of one (1) FTE PW Maintenance Worker I/II position in the LaPorte District.  
Discussion and possible action.

### **Background:**

One (1) FTE PW Maintenance Worker I/II has resigned within the LaPorte maintenance district effective April 2, 2016.

The Department is requesting to fill this position.

This position is funded and allocated in the FY15/16 Public Works budget.

The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

### **Recommendation:**

The Public Works Department respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Maintenance Worker I/II in the LaPorte Maintenance District.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

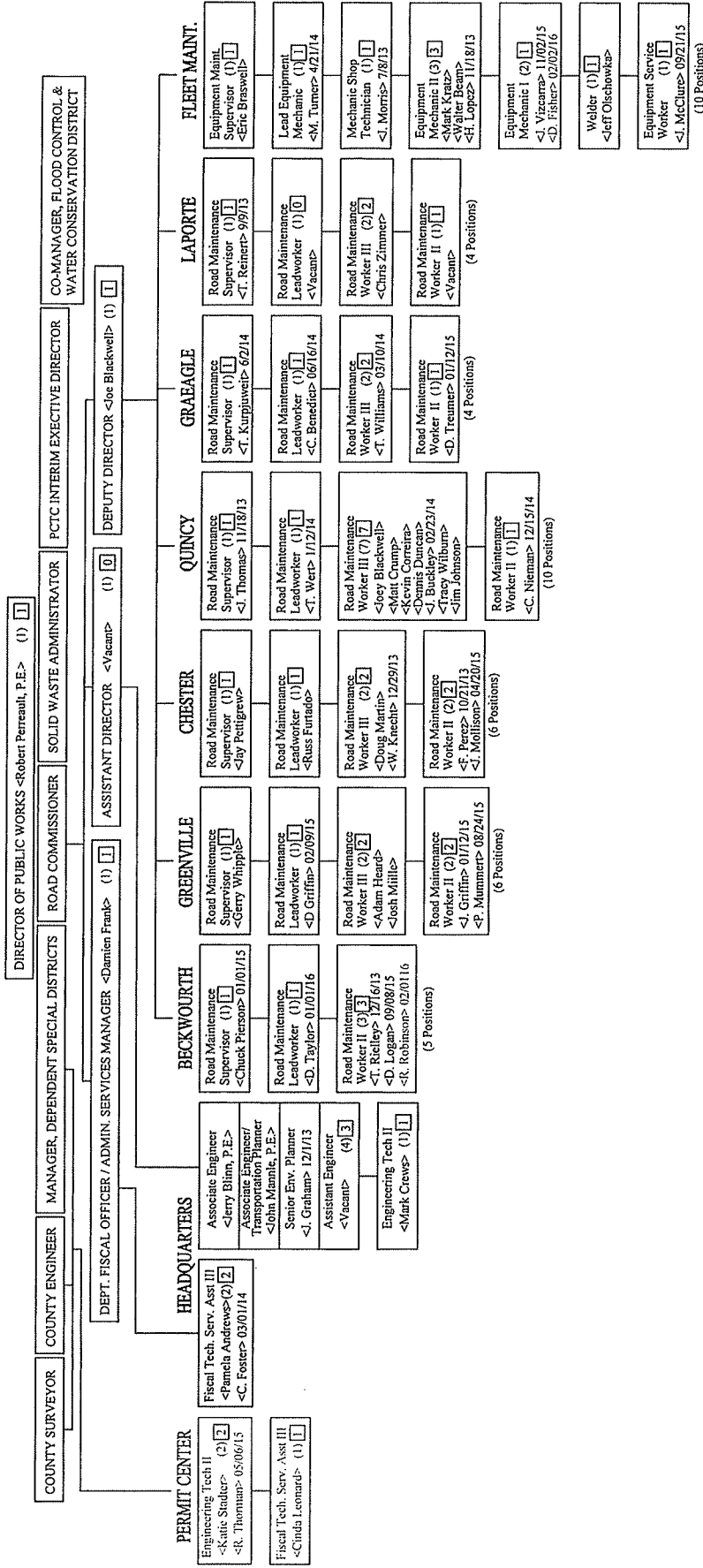
**Public Works Maintenance Worker I/II Worker Position LaPorte**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.**
- Why is it critical that this position be filled at this time?  
**Maintenance Workers are subject to 24 hour "call out" for road related emergencies and snow removal.**
- How long has the position been vacant?  
**Less than one week.**
- Can the department use other wages until the next budget cycle?  
**The department's wage and benefits portion of the 15/16 budget includes funds for this position.**
- What are staffing levels at other counties for similar departments and/or positions?  
**No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?  
**None**
- Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?

12/13 (\$439,699)	13/14	\$0	14/15	(\$3,070,755)
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# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART



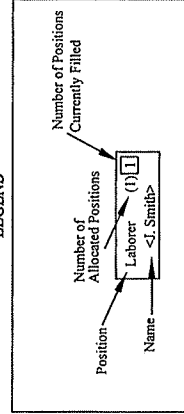
## PERSONNEL SUMMARY

Total	Road Dept.	Engineering
Allocations: (60)	(57)	(3)
Currently Filled: (53)	(51)	(2)

\*Note: Total Allocated Positions For Combined Road Maint. Workers I-III: (22)

\*\*Note: Total Allocated Positions For Combined Equipment Mechanics I-II / Welder: (7)

## LEGEND



Director of Public Works  
Revision Date: March 23, 2016

3A

**RESOLUTION NO. 16-****A RESOLUTION OF AGREEMENT BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS ADOPTING A PROPERTY TAX TRANSFER AGREEMENT FOR PLUMAS COUNTY LAFCO FILE NO. 2015-ANNX-003 TO QUINCY FIRE PROTECTION DISTRICT.**

WHEREAS, pursuant to Chapter 6 of Part 0.5 of the Revenue and Taxation Code (commencing with section 95), in order for a jurisdictional change to become final, the governing boards of the affected local agencies must negotiate and reach an agreement regarding the distribution of property tax revenues within the affected areas; and

WHEREAS, the Quincy Fire Protection District approved annexation proceedings initiated by the property owners to assume service responsibility for the territorial area set forth in Plumas County Local Agency Formation Commission File No. 2015-ANNX-003, which territory is depicted in the map attached hereto as Exhibit "A" and is more particularly described in Exhibit "B" attached hereto; and

WHEREAS, a proposed jurisdictional change has been filed with the LAFCo Executive Officer to annex 121.16 acres, more or less, into the Quincy Fire Protection District, LAFCo file No. 2015-ANNX-003, and negotiations have taken place between the County and the District; and

WHEREAS, prior to annexation, property tax revenue on the annual increment is allocated as follows:

<b>JURISDICTION</b>	<b>Current Increment Factor TRA 053-009</b>	<b>Current Increment Factor TRA 053-043</b>
Plumas County	24.849560%	27.550089%
Quincy Lighting	0.300000%	
Flood Control	0.275820%	0.305791%
CSA #11	1.545609%	1.713545%
Quincy Cemetery	2.740924%	3.038747%
Quincy Fire		
Plumas Hospital	2.979882%	3.303684%
Central Plumas Rec.	5.472248%	6.066867%
East Quincy Services	9.501780%	
Education	0.121555%	0.134766%
Plumas Unified SD	41.489159%	45.997741%
Feather River College	10.723463%	11.888770%
<b>TOTAL</b>	<b>100.000000%</b>	<b>100.000000%</b>
<b>Number of Parcels</b>	<b>11</b>	<b>10</b>
<b>Assessor Parcel Nos.</b>	117-140-025; 117-380-007, 008; 117-390-001, 002, 003, 004, 005, 006, 007 and 008	117-070-064; 117-380-002, 003, 004, 005, 006, 009, 010, 011, and 012

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Plumas, State of California, as follows:

1. **Definitions:** Unless the particular provisions or context otherwise requires, the definitions contained in this paragraph and in the Revenue and Taxation Code shall govern the construction, meaning, and application of words used in this Resolution.
  - a. "Base property tax revenue" means property tax revenues allocated by base tax equivalents to all taxing jurisdictions as to the geographic area comprising a given tax rate area annexed in the fiscal year immediately preceding the tax year in which the property tax revenues are apportioned pursuant to this Agreement, including the amount of State of California reimbursement for the homeowners and business inventory exemptions.
  - b. "Property tax increment" means revenue from the annual tax increment, as "annual tax increment" is defined in section 96.5 of the Revenue and Taxation Code, attributable to the tax rate area for the respective year.
  - c. "Property tax revenue" means base property tax revenue, plus the property tax increment for a given tax rate area.
2. The base property tax revenue currently allocated to the Plumas County General Fund and all local agencies shall not be changed as a result of this annexation.
3. In Tax Rate Area 053-009 there shall be an exchange of seven and 785957/100000 percentage points (7.785957%) of the property tax increment of the East Quincy Community Services District's share of future property tax increment revenue to the Quincy Fire Protection District as a result of this annexation; and in Tax Rate Area 053-043 there shall be an exchange of seven and 455145/100000 percentage points (7.455145%) of the property tax increment of the County General Fund's share of future property tax increment revenue to the Quincy Fire Protection District as a result of this annexation, such that the resulting annual increment allocation will be as follows:

JURISDICTION	Resulting Increment Factor TRA 053-009	Resulting Increment Factor TRA 053-043
County	24.849560%	20.094944%
Quincy Lighting	0.300000%	
Flood Control	0.275820%	0.305791%
CSA #11	1.545609%	1.713545%
Quincy Cemetery	2.740924%	3.038747%
Quincy Fire	7.785957%	7.455145%
Plumas Hospital	2.979882%	3.303684%
Quincy CSD		
Central Plumas Rec.	5.472248%	6.066867%
East Quincy Services	1.715823%	
Education	0.121555%	0.134766%
Plumas Unified SD	41.489159%	45.997741%
Feather River College	10.723463%	11.888770%
<b>TOTAL</b>	<b>100.000000%</b>	<b>100.000000%</b>

JURISDICTION	Resulting Increment Factor TRA 053-009	Resulting Increment Factor TRA 053-043
Number of Parcels	11	10
Assessor Parcel Nos.	117-140-025; 117-380-007, 008; 117-390-001, 002, 003, 004, 005, 006, 007 and 008	117-070-064; 117-380-002, 003, 004, 005, 006, 009, 010, 011, and 012

4. This transfer of property tax increment shall not be effective unless and until:
  - a. The fiscal year following the filing of the statement of boundary changes and the map with the County Assessor and the State Board of Equalization; and
  - b. The adoption of a special tax of not less than \$98.50 for each parcel applicable to real property within the territory subject to this annexation; and
  - c. All the terms and conditions of this resolution are accepted by resolution of the Board of Directors of the District.
5. The property tax increment revenue of all other local agencies shall not be changed as a result of this annexation.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on April 5, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
 Sherrie Thrall, Chair,  
 Plumas County Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
 Nancy DaForno,  
 Clerk of Board of Supervisors

[Y:\Resolutions and Ordinances\Property Tax Transfer 2016 – Quincy Fire District Chandler Ranch ANNEX.doc]



## ANNEXATION TO QUINCY FIRE PROTECTION DISTRICT

## GEOGRAPHIC DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY, SITUATED IN A PORTION OF NORTH ½ OF SECTION 17, TOWNSHIP 24 NORTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST 1/16 CORNER OF SAID SECTION 17, SAID POINT BEING ON THE EAST BOUNDARY OF CHANDLER RANCH HOMESITES SUBDIVISION, ACCORDING TO THE MAP THEREOF FILED JUNE 17, 1992 IN THE OFFICE OF THE PLUMAS COUNTY RECORDER AND OF RECORD IN MAP BOOK 7 PAGE 62,

L1) THENCE S00° 30' 50"E FOR 468.10' ALONG SAID EAST BOUNDARY;

L2) THENCE S00° 30' 50"E FOR 872.21' ALONG SAID EAST BOUNDARY;

L3) THENCE S01° 18' 30"E FOR 1304.10' ALONG THE EAST BOUNDARY OF THE LAND DESCRIBED IN BOOK 117 PAGE 14 IN THE OFFICE OF THE PLUMAS COUNTY RECORDER;

L4) THENCE S89° 34' 37"W FOR 1339.53' ALONG THE SOUTH BOUNDARY OF SAID LAND;

L5) THENCE N01° 14' 14"W FOR 1300.18' ALONG THE WEST BOUNDARY OF SAID LAND TO THE SOUTHWEST BOUNDARY OF THE CHANDLER RANCH HOMESITES SUBDIVISION;

L6) THENCE N00° 29' 26"W FOR 1236.77' ALONG THE WEST BOUNDARY OF SAID SUBDIVISION;

THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING COURSES:

L7) N77° 20' 24"W FOR 33.22' ;

L8) N00° 29' 26"W FOR 101.43' ;

L9) N77° 14' 42"W FOR 806.75' ;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING COURSES:

L10) N33° 27' 40"E FOR 278.70' ;

L11) N33° 27' 40"E FOR 145.84' ;

C12) BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1407.21', ARC LENGTH OF 114.42', DELTA OF 4° 39' 41", CHORD BEARING OF N35° 47' 21"E FOR 114.45' ;

C13) BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1407.21', ARC LENGTH OF 150.41', DELTA OF 6° 07' 26", CHORD BEARING OF N41° 10' 54"E FOR 150.33' ;

L14) THENCE N44° 14' 37"E FOR 69.62' TO THE MOST NORTHWESTERLY BOUNDARY OF SAID SUBDIVISION;

**EXHIBIT B**  
**P.2**

THENCE ALONG THE EAST BOUNDARY OF THE LAND DESCRIBED IN BOOK 623 PAGE 75  
IN THE OFFICE OF THE PLUMAS COUNTY RECORDER, THE FOLLOWING  
COURSES;

L15) N44° 14' 37"E FOR 753.34' ;

L16) S48° 26' 31"E FOR 129.56' ;

L17) S46° 03' 26"E FOR 43.00' ;

L18) S54° 30' 41"E FOR 255.26' ;

L19) S00° 47' 07"E FOR 79.61' ;

L20) S68° 43' 46"E FOR 202.62' ;

L21) S55° 56' 01"E FOR 183.58' ;

L22) S46° 05' 11"E FOR 67.06' TO THE NORTHERLY CORNER OF LOT 20, OF THE  
CHANDLER RANCH HOMESITES SUBDIVISION ;

L23) THENCE N65° 18' 19"E FOR 49.74' ALONG THE BOUNDARY OF SAID SUBDIVISION TO  
THE CENTERLINE OF THE EXISTING IRRIGATION DITCH, SAID POINT BEING OFFSET  
POINT A1, A CURVE TO THE RIGHT HAVING A RADIUS OF 175', ARC LENGTH OF 43.98',  
DELTA ANGLE OF 14° 24'03"E, CHORD BEARING OF S34° 45'42"W FOR 43.89'; FROM  
LOT 1 TRAVERSE POINT PER SAID MAP;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID SUBDIVISION WHICH IS THE  
CENTERLINE OF THE EXISTING IRRIGATION DITCH, THE FOLLOWING COURSES:

C24) BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 175', ARC  
LENGTH OF 69.45', DELTA OF 22° 44'21", CHORD BEARING OF S60° 32'03"E  
FOR 150.33', SAID POINT BEING OFFSET N61° 24'03"E FOR 15.16' FROM LOT 1  
TRAVERSE POINT PER SAID MAP;

L25) S38° 37' 19"E FOR 188.62' , SAID POINT BEING OFFSET N46° 49'41"E FOR 16.67'  
FROM LOT 1 TRAVERSE POINT PER SAID MAP;

L26) S45° 47' 07"E FOR 320.82' TO A POINT ON THE EAST BOUNDARY OF  
SAID SUBDIVISION;

L27) THENCE S00° 30' 50"E FOR 12.00' ALONG THE EAST BOUNDARY OF SAID SUBDIVISION;

L28) THENCE S00° 30' 50"E FOR 356.57' TO THE POINT OF BEGINNING.

FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS  
DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE  
LAND DESCRIBED.

AREA OF SAID LAND BEING 121.16 ACRES  
(MORE OR LESS)  
END OF DESCRIPTION

